SUPREME COURT OF THE UNITED STATES.

No. 40.

CHARLES GRATIOT, PLAINTIFF IN ERROR

vs.

THE UNITED STATES.

IN ERROR TO THE CIRCUIT COURT U. S. FOR THE DISTRICT OF MISSOURI.

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MISSOURI DISTRICT, *sct.*

The President of the United States, to the judges of the circuit court of the United States, for the eighth circuit and district of Missouri, greeting:

Because in the record and proceedings, and also in the rendition of a judgment of a plea in the said circuit court, between the United States, plaintiffs, and Charles Gratiot, defendant, a manifest error hath happened to the great damage of the said defendant, as aforesaid, as by his complaint appears.

We being willing that error, if any, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, you distinctly and openly send the record, and proceedings aforesaid, with all things concerning the same, together with this writ, to the Supreme Court of the United States, so that you have the same before the Chief Justice, and associate justices, of said Supreme Court, on the second Monday of January next, at the city of Washington, the present seat of the National Government, that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein, to correct that error, what of right and according to the laws and customs of the United States, should be done.

Witness the honorable Roger B. Taney, Chief Justice of the said Supreme Court, the twentieth day of April, in the year of our Lord one thousand eight hundred and forty.

Issued at office, in the city of St. Louis, under the seal of said circuit court, the day and year last aforesaid.

JO. GAMBLE, *Clerk*.

CLERK'S OFFICE,
St. Louis, 18*th July*, 1840.

MISSOURI DISTRICT, *sct.*

In obedience to the within writ, I herewith transmit to the Supreme Court of the United States, a full and complete transcript of the record and proceedings of the circuit court of the United States, for the district of Missouri, in a certain suit therein determined in favor of the United States, plaintiffs, against Charles Gratiot, defendant.

JO. GAMBLE, *Clerk*.
U. S. C. C. Missouri District.

MISSOURI DISTRICT, *sct.*

The President of the United States, to the United of America, greeting:

You are hereby cited and admonished, to be and appear at a Supreme Court of the United States, to be holden at Washington, on the second Monday of January next, pursuant to a writ of error, filed in the clerk's office of the circuit court of the United States, for the district of Missouri, wherein Charles Gratiot is plaintiff in error, and the said United States are defendants in error, to shew cause if any there be, why the judgment rendered against the said Charles Gratiot as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Robert W. Wells, judge of the United States, for the district of Missouri, this twenty-first day of April, in the year of our Lord one thousand eight hundred and forty. R. W. WELLS.

THE UNITED STATES OF AMERICA, *vs.* CHARLES GRATIOT.	}	In the circuit court of the U. States for the Missouri district.

I acknowledge notice of the writ of error sued out by Charles Gratiot, defendant in the above entiled cause, to reverse the judgment rendered against him in said cause by the circuit court of the United States, for the district of Missouri, upon which a citation has been regularly allowed, and issued, which writ is returnable to the next term of the Supreme Court of the United States.

ARTHUR L. MAGENIS,
U. S. Attorney for the Mo. District.

St. Louis, May 23d, 1840.
A true copy.
Teste:

JO. GAMBLE,
Clerk U. S. C. Court, Mo. District.

MISSOURI DISTRICT, *sct.*

THE UNITED STATES, *vs.* CHARLES GRATIOT.	}	

Be it remembered that heretofore, to wit: on the eighteenth day of February, in the year of our Lord, one thousand eight hundred and thirty-nine, the United States of America, by Arthur L. Magenis, Esq. their attorney for the district of Missouri, filed in the office of the clerk of the circuit court of the United States, for the district aforesaid, their declaration, in an action of trespass on the

case against Charles Gratiot, late chief engineer, in the words and figures following, to wit:

Declaration.

THE UNITED STATES OF AMERICA, } In the circuit court, *April*,
MISSOURI DISTRICT, *ss.* } *Term*, 1839.

The United States of America, by their attorney, complain of Charles Gratiot, late chief engineer, of a plea of trespass on the case, for that whereas, the said defendant, heretofore to wit: on the first day of January, in the year 1839, at Washington City, to wit: at the district aforesaid, was indebted to the said plaintiffs, in the sum of fifty thousand dollars, for so much public money, by him, the said defendant, as chief engineer as aforesaid, before that time had and received to the use of the said plaintiffs, and being so indebted, he the said defendant, in consideration thereof afterwards, to wit: on the day and year last aforesaid, at Washington City, to wit: at the district aforesaid, undertook and then and there faithfully promised the said plaintiffs, to pay them the said sum of fifty thousand dollars, when he the said defendant should be thereunto afterwards requested. Nevertheless the said defendant, not regarding his said promise and undertaking, hath not as yet paid to the said plaintiffs, the said sum of fifty thousand dollars, or any part thereof, but to do the same hath hitherto wholly neglected and refused, and still doth neglect and refuse, to the damage of said plaintiffs, of fifty thousand dollars, and therefore they bring their suit, &c.

Which said declaration, was endorsed as follows: Let a summons issue.

ARTHUR L. MAGENIS,
U. S. Attorney, Mo. District.

And thereupon, on the day of the filing of said declaration, a writ of summons issued out of the office of the clerk of said circuit court, in tenor and form following, to wit:

Writ.

MISSOURI DISTRICT, *sct.*

The President of the United States, to the marshal of the Missouri district, greeting:

You are hereby commanded to summon Charles Gratiot, that he be and appear before the circuit court of the United States, for the eight circuit, at the next term thereof, to be held at the city of St. Louis, in the district of Missouri, on the first Monday of April next, then and there to answer unto the United States of America, of a plea of trespass on the case, to the damage of said plaintiffs,

of fifty thousand dollars. Hereof fail not and have you then there this writ.

Witness the honorable Roger B. Taney, Chief Justice of
[L. s.] the United States, the eighteenth day of February, in the year eighteen hundred and thirty-nine.

Issued at office, in the city of St. Louis, under the seal of said court, the day and year last aforesaid.

JO. GAMBLE, *Clerk.*

Return.

And the marshal, to whom the same was directed, duly returned the said writ with his return thereto, endorsed, as follows:

Executed this process, by *leving* a *coppy* of the declaration and writ, at the *residance* of the said Charles Gratiot, and by his acknowledgment of the service of said writ and declaration, in the county of St. Louis, Missouri district, on the 15th day of March, 1839.

JAMES H. RELFE,
Marshal of the District of Missouri.
By his deputy, JOSEPH CALDWELL.

And thereupon, afterwards, to wit: at the April term of said circuit court, in the year one thousand eight hundred and thirty-nine, the said Charles Gratiot, by Messrs. Bates and Gamble, his attornies, appeared and filed his pleas to the action aforesaid, in the words and figures following, to wit:

Plea.—Non-Assumpsit.

And the said Charles Gratiot, by his attorney, comes and defends the wrong, and injury, when &c., and says that he did not undertake and promise, in manner and form as the said plaintiff has above in declaring, supposed, and of this he puts himself upon the country.

Set-Off.

And for a further plea, in this behalf, the said defendant says that the said plaintiff, ought not to have and maintain the action aforesaid, against him, because he says that at and before the time of the commencement of this suit, the said plaintiff was, and still is indebted, to this defendant, in a large sum of money, exceeding the amount claimed in this suit by the plaintiff, against the defendant, to wit: sixty thousand dollars, for the work and labor, care, diligence and responsibility of the defendant, by him before the commencement of this suit, done and performed, and incurred in and about the affairs and business of the plaintiff, and at the plaintiff's request; and for performing the duties of agent for fortifications at Fortress Munroe, and Fort Calhoun, two fortifications, belonging to the plaintiff, for a long time, to wit: for ten years;

and for disbursing and expending there, in and about the construction of the said two fortifications, large sums of money, to wit: to the amount of three millions of dollars, all which was done and performed by this defendant, for the use and at the request of the said plaintiff. And for receiving and disbursing a large sum of money to wit: one million of dollars, in and about the repairs and contingencies of fortifications of the plaintiff, for the use, and at the request of the plaintiff; and also for the work and labor, care, diligence, skill and responsibility of the defendant, by him before the commencement of this suit, done, bestowed and incurred, for the use of the plaintiff, and at the request of the said plaintiff, in and about the *civil* works of internal improvement, of the said United States, and not pertaining to the ordinary and regular duties of this defendant, as chief engineer, as aforesaid; all which he is ready to verify. And he is ready and willing, and hereby offers to set off, and allow so much of the money due to him as aforesaid, from the plaintiff, as may suffice to rebate and pay whatever sum, may, in this suit, appear to be due from this defendant to the plaintiff, and as to the residue, he prays that the amount thereof, may be ascertained, &c., wherefore he prays judgment, &c.

And at the same term of said circuit court, the said plaintiffs by the district attorney, filed their replication to said plea of set off, as follows, to wit:

Replication.

And the said plaintiffs, as to the plea of the said defendant by him secondly above pleaded, say that they do not owe the said defendant, the said sum of sixty thousand dollars, or any part thereof, in manner and form as the said defendant hath in his said second plea alleged, and this they pray may be inquired of by the country.

And the defendant does the like.

Query.

And afterwards to wit: at the same term of said circuit court, on Wednesday, the tenth day of April, in the year aforesaid,

Mis-trial.

Come the parties aforesaid, by their respective attorneys aforesaid, and thereupon also come a jury to wit: John Rodney, Stephen Waters, William H. Gococke, John H. McMillan, Joseph C. Laveille, Enoch C. March, Horatio Moore, Thomas Gambrel, Archibald E. Orme, Jesse B. Robbins, William R. Dawson, William Darnes, twelve good and lawful men, who were duly elected, tried and sworn, well and truly to try the issues within joined, between the parties aforesaid.

And the jury aforesaid, not agreeing of their verdict, were kept

empannelled until Tuesday, the sixteenth day of April, in the year aforesaid, on which said day, in the record of proceedings of said court, is the following entry:

THE UNITED STATES,
vs.
CHARLES GRATIOT.

Present the same jury; the jury in this case, not yet having agreed of their verdict, and the court being about to adjourn sine die, they are discharged.

And afterwards, to wit: at the April term of said circuit court, in the year of our Lord one thousand eight hundred and forty, in the record of proceedings of said court, are the following entries:

THE UNITED STATES,
vs.
CHARLES GRATIOT.

Tuesday, 14*th April*, 1840.

Now at this day come the parties aforesaid, by their respective attorneys aforesaid, and thereupon also come a jury, to wit: Richard H. Lane, Fernando A. Evans, William Douglass, Robert H. Lane, Charles H. Orrick, Benjamin Orrick, Charles P. May, Philip A. Stockclayer, Benjamin Wardlaw, Christopher P. Mills, Stephen Spencer, Charles C. Machett, twelve good and lawful men, who were duly elected, tried and sworn, well and truly to try the issues within joined, between the parties aforesaid. And the parties not having closed their evidence, further proceedings in the cause are adjourned until the meeting of the court to-morrow.

THE UNITED STATES,
vs.
CHARLES GRATIOT.

Wednesday, 15*th April*, 1840.

Present the same jury; bill of exceptions filed, and the parties not having yet closed their evidence, further proceedings in the cause are adjourned until the meeting of the court to-morrow.

THE UNITED STATES,
vs.
CHARLES GRATIOT.

Thursday, 16*th April*, 1840.

Present the same jury; bill of exceptions, No. 2 filed; arguments of council in this cause not being closed, further proceedings therein are adjourned until the meeting of the court to-morrow.

Verdict.

THE UNITED STATES, *vs.* CHARLES GRATIOT. } Bill of exceptions, No. 3, & bill of exceptions, No. 4, filed.

Friday, 17*th April*, 1840.

Now at this day come again the parties aforesaid, by their respective attorneys aforesaid, and thereupon, also come the jury aforesaid, who upon their oath aforesaid, do say, as to the first issue within joined between the parties aforesaid, that the said defendant did undertake and promise, in manner and form as the said plantiffs have in their said declaration alleged; and as to the issue, secondly within joined between the parties aforesaid, the jurors aforesaid, upon their oath aforesaid, do say, that the said plaintiffs do not owe the said defendant, the said sum of money, in manner and form as the said defendant hath in his said second plea alleged, as the said plaintiffs have in their replication to said plea replied, and they assess the damage by the said plaintiffs sustained, by reason of the non-performance of the promises and undertakings in the declarations mentioned, to the sum of thirty-one thousand and fifty-six dollars and ninty-three cents.

Judgment.

Therefore, it is considered by the court, that the said United States recover against the said Charles Gratiot, their damages aforesaid, in form aforesaid, by the jury assessed, together with their costs and charges, by them about their suit in this behalf expended, and that they have thereof execution.

Bill of Exceptions.

And before the jurors aforesaid withdrew from the bar of the court, the said Charles Gratiot, by his attornies aforesaid, filed in court the following bills of exceptions:

Be it remembered, that on the trial of this cause, the plaintiffs gave in evidence to the jury, two documents purporting to be transcripts from the books and proceedings of the Treasury of the United States, regularly certified under the seal of the Treasury Department, marked A & B and made part thereof, the last of which exhibited a balance charged against the defendant, of twenty-nine thousand two hundred and ninety-two dollars and thirteen cents; and the said transcript also contained the statement of claims of the defendant against the United States, which had been by the defendant, presented to the proper accounting officers of the Treasury Department, for allowance, and by them disallowed, among which said claims so presented and disallowed, were the following:

For disbursing $603,727 42 on account of Fort Calhoun, from the 13th November, 1821, to the 30th September, 1829, being 2879 days, at $2 per day, being less than 2 1–2 per cent, on the amount dis-

bursed as allowed by the regulations of the army, to an officer disbursing at a fortification, - -	5,758	
For disbursing $848,718 80 on account of Fort Monroe, during the same period, 2879 days, at $2 per day, - - - - - -	5,758	
	11,516	
For disbursing $33,447 26 on account of contingencies of fortifications at 2 1–2 per cent, as authorised by regulations above referred to. - -		836 18
This sum for extra services in conducting the affairs connected with the civil works of internal improvements carried on by the United States, and referred to the Engineer Department for execution, and which did not constitute any part of his duties as a military officer, from the 1st day of August, 1828, to the 6th day of December, 1838, inclusive, ten years and one hundred and twenty eight days, at $3,600 per annum, that being the pay granted to John S. Sullivan, David Shriver, James Geddes, and Nathan S. Roberts, Esqrs., civil engineers employed under the act of 30th April, 1824, entitled, "an act to procure the necessary surveys, plans and estimates upon the subject of roads and canals."		37,262 46

The said transcripts showed, that of the two first items, of claim above mentioned, the sum of $5,758 was disallowed by said accounting officers, and that the like sum of $5,758, was allowed to said defendant, for the said disbursments, at the rate of $1 per day, for each of said forts, Monroe and Calhoun, for the time specified in the defendant's claim.

After the plaintiffs had closed their evidence, the defendant, (relied on the plaintiffs evidence to show the claims he had presented to the Treasury Department, as matters of set-off, and which had been disallowed by said Department, so as to let in his evidence as to the pay,) was proceeding to offer evidence, in support of the claims presented, and disallowed as above specified, when the district attorney on the part of the plaintiffs, moved the court to exclude all evidence, which the defendant might offer in support of the items of claim above specified and disallowed, which motion was by the court sustained, and the court refused to permit the defendant to give any evidence in support of the disallowed items of claim above specified. To which opinion and decision of the court, the defendant by his counsel excepts, and prays the court to sign and seal this his bill of exceptions, and that the same be made a part of the record, which is done.

J. CATRON, [L. S.]
R. W. WELLS, [L. S.]

The treasury transcripts referred to in the foregoing bill of exceptions, marked A & B, and made part thereof, are in the words and figures following, to wit:

DR. *General Charles Gratiot,*

		Fortifications.	Fort Calhoun.	Fort Monroe.
1821.				
Aug. 27	To warrant No. 8396, on account -	-	18,500 00	11,550 00
Sept. 1	To do. No. 8433, on account -	-	1,000 00	
Oct. 13	To do. No. 8518, on account -	-	6,400 00	
" 23	To do. No. 8547, on account -	-	10,100 00	
1822.				
May 13	To do. No. 9182, on account -	-	-	20,000 00
" 20	To do. No. 9287, on account -	52,550 00		
	To Jacob Lewis & Co., for the following sums received from them on their contract, for advances, viz:			
	10th Nov. 1821, $297 - - -	297 09		
	21st Nov. " - - - -	349 62		
	4th Dec. " - - - -	90 97		
	12th Dec. " - - - -	201 98		
	14th Dec. " - - - -	258 62		
	28th Dec. " - - - -	23 54		
	2d Jan. 1822 - - - -	33 43		
	26th May, " - - - -	327 07		
	1st June, " - - - -	147 58		
	4th June, " - - - -	267 95		
	6th June, " - - - -	208 67		
	To am't rec'd from D. Shea, for smithing -	6 40		
	To Charles Gratiot, General, for this sum transferred to his debit on this account, from that of Fortifications - -	-	-	15,000 00
June 22	To warrant No. 9485, on account -	-	20,000 00	7,000 00
July 8	To requisition No. 26, on account -	-	10,000 00	12,000 00
Aug. 13	To do. No. 172, on account -	-	900 00	3,550 00
	To Jacob Lewis & Co., for the following sums received from them on their contract, for advances, viz:			
	26th June, 1822 - - -	176 32		
	2d July, " - - -	878 90		
	11th & 13th July, 1822 - - -	369 09		
	22d & 24th July, " - - -	480 57		
	31st July, 1822 - - - -	346 35		
	12th Aug. 1822 - - -	504 77		
	12th " " - - -	246 09		
	19th, " " - - -	176 75		
	21st " " - - -	214 81		
	4th Sept. " - - -	88 00		
Sept. 20	To requisition No. 308, on account -	-	6,500 00	10,000 00
Oct. 10	To do. No. 367, on account -	-	7,000 00	5,000 00
	To this sum received from Capt. Carson, for a coffin - - - $4 00			
	Ditto from E. Mix, for landing his vessel, &c. - - - - 3 48	-	-	7 48
	To Jacob Lewis & Co., for amount received from them for advances on their contract, 19th Sept. 1822 - - -	661 45		
	26th Sept. " - - -	530 78		
Dec. 6	To requisition No. 521, on account -	-	4,500 00	4,500 00
" 27	To do. No. 595, on account -	-	1,100 00	
1823.				
Mar. 5	To do. No. 837, on account -	-	21,000 00	11,500 00
	To Jacob Lewis & Co., for amount received from them for advances on contract, viz:			
	7th Oct. 1822 - - - -	396 62		

in account with the United States. CR.

			Fortifications.	Fort Calhoun.	Fort Monroe.
1822.					
Jan'y 7	By James Maurice, agent, for amount turned over to him, 7th and 20th Sept. 1821		-	19,500 00	26,550 00
June 26	For expenditures made by him in the 4th qr. 1821, and 1st qr. 1822 - -		38,041 61	12,195 38	
" "	For this sum entered to his credit, on account of fortifications, in the official statement of this date, as an advance to James Maurice, and which, on settlement of his account in January last, was entered on the books to Col. Gratiot's credit, on acc't of Fort Monroe, to reconcile which difference this entry is made		15,000 00		
Sept. 14	For sundry expenditures made by him on account of fortifications on Old Point Comfort, viz:				
	For amount passed to his credit on settlement 26th June, 1822, under the head of Fort Calhoun, instead of fortifications; being stoppages made from Jacob Lewis & Co., between 10th Nov. 1821, and 2d Jan. 1822, of - - -	$535 29			
	For amount of stoppages made from Jacob Lewis & Co., from 26th May, to 25th June, 1822,	1,127 59	1,662 88		
" "	For purchases and expenditures made by him in second quarter 1822, and for items suspended in last settlement of - - - -	$14,394 84	-	-	15,629 86
	From which deduct this amount carried to his credit on account of fortifications, the same having been passed to his credit on settlement, 26th June, 1822, under the head of Fort Calhoun, instead of fortifications, being for stoppages made from Jacob Lewis & Co., between the 10th Nov. 1821, and 2nd Jan. 1822 - - -	535 29	-	13,859 55	
Dec. 7	For sundry purchases and expenditures made by him in the third quarter of 1822, viz:				
	Fort Monroe -	$32,080 87			
	Fort Calhoun -	29,516 16			
		61,597 03			
	Deduct amount of stoppages made from Jacob Lewis & Co., carried to his credit on separate statements, on account of fortifications; the advances to them having been made out of that appropriation:				
	Fort Monroe - -	$4,108 91			
	Fort Calhoun - -	577 12	-	28,939 04	27,971 96

Dr. *General Charles Gratiot,*

		Fortifications.	Fort Calhoun.	Fort Monroe.
1823.	To Jacob Lewis & Co., for amount received from them for advances on contract, viz:			
	17th Oct. 1822 - - - -	169 39		
	21st " " - - - -	412 34		
	24th " " - - - -	223 50		
	31st " " - - - -	294 58		
	7th Nov. " - - - -	314 78		
	15th " " - - - -	290 69		
	21st " " - - - -	483 49		
	9th Dec. " - - - -	111 71		
	10th " " - - - -	256 40		
	13th " " - - - -	374 74		
April 10	To requisition No. 968, on account -	-	11,500 00	12,500 00
May 2	To do. No. 1056, on account -	-	9,000 00	9,800 00
	To Jacob Lewis & Co., for amount received from them for advances on contract, viz:			
	7th Jan. & 31st March, 1823 - -	499 00		
June 10	To requisition No. 1178, on account -	-	5,000 00	5,000 00
July 5	To do. No. 1238, on account -	-	9,400 00	17,000 00
Aug. 15	To do. No. 1400, on account -	106 42		
26	To Jacob Lewis & Co., for amount received from them for advances on contract, viz:			
	23d April, 1823 - - -	387 59		
	28th " " - - -	154 93		
	14th May, " - - -	344 61		
	17th May, " - - -	89 96		
	27th " " - - -	111 23		
	31st " " - - -	100 92		
	6th June " - - -	260 47		
	14th " " - - -	138 49		
	11th " " - - -	171 93		
	21st " " - - -	109 39		
	25th " " - - -	113 04		
	28th " " - - -	177 17		
	To Major Samuel Cooper, for amount received from him 18th and 21st June, 1823	310 40		
19	To requisition No. 1409, on account -	-	11,000 00	9,500 00
Sept. 16	To do No. 1483, on account -	-	11,000 00	13,000 00
Nov. 14	To do No. 1608, on account -	-	-	20,000 00
Dec. 27	To do No. 1722, on account -	8,000 00	-	7,000 00
1824.				
Jan'ry 7	To Jacob Lewis & Co., for amount received from them for advances on their contract in 3d quarter, 1823 - - -	3,323 23		
	To Major Samuel Cooper, for amount received from him per rec'ts in July, Aug. and September, 1823 - - -	486 66		
April 29	To requisition No. 2136, on account -	-	10,000 00	15,000 00
May 24	To Jacob Lewis & Co., for amount received from them in 4th quarter, 1823 - -	1,525 18	-	289 97
	To Major Samuel Cooper, for amount received from him in 4th quarter, 1823 -	227 69		
25	To requisition No. 2250, on account -	-	12,000 00	23,000 00
June 23	To Jacob Lewis & Co., for amount received from them in 1st and 2d quarters, 1824 -	-	-	1,543 60
July 13	To requisition No. 2404, on account -	-	10,000 00	10,000 00
Aug. 18	To do No. 2503, on account -	-	24,800 00	19,500 00
Nov. 10	To Jacob Lewis & Co., for amount received from them in 3d quarter, 1824 - -	-	-	3,292 36
	To amount received for 3 horses sold, &c.	-	-	155 00

in account with the United States. Cr.

			Fortifications.	Fort Calhoun.	Fort Monroe.
1822.					
Dec. 7	For this sum, being amount of stoppages made from Jacob Lewis & Co., in third quarter of 1822, charged to him on this statement, & which amount is charged by him on account of Fort Monroe and Fort Calhoun, from which they have been deducted, per statement of this date - - - - - -		4,686 03		
" "	For requisition No. 79, on account, refunded - - - - - -		11 00		
1823.					
Mar. 16	For this sum, being the amount of stoppages from Jacob Lewis & Co., in the 4th quarter 1822, charged to him on this account, & which amount is charged by him in the abstract of payments made on account Fort Monroe and Fort Calhoun	3,238 24			
" "	For sundry purchases and expenditures made by him in the 4th quarter 1822, on account Fort Monroe -	$22,897 42			
	Fort Calhoun -	7,346 66			
	His per diem allowance from 1st April to 31st Dec. 1822, 275 days, at $2, being less than 2 1-2 per cent. on the amount disbursed, including 50 cents deducted on former settlement - - -	550 50			
		$30,794 58			
	Deduct amount of stoppages from Jacob Lewis & Co., carried to his credit on statement for fortifications, the advances to them having been made out of that appropriation, viz:				
	Fort Monroe - $2,909 55				
	Fort Calhoun - 328 69	3,238 24	-	7,017 97	20,538 37
June 2	For amount of stoppages made from Jacob Lewis & Co., in 1st quarter 1823, charged to him in this settlement, and which amount is charged by him in the abstracts of payments made on account of Fort Monroe and Fort Calhoun, from which they have been deducted as chargeable to this account - -		499 00		
"	For sundry purchases and expenditures made by him in the 1st quarter of 1823, including his per diem allowance from 1st January to 31st March, 1823, 90 days, a $2, on account F. M.	$22,237 35			
	Deduct amount of stoppages made from Jacob Lewis & Co., carried to his credits on account of fortifications	163 14	-	22,074 21	
"	For sundry purchases and expenditures made by him in				

DR. *General Charles Gratiot,*

		Repairs and Contingencies.	Fortifications.	Fort Calhoun.	Fort Monroe.
1823.					
Nov. 10	To Major Samuel Cooper, for amount received from him in 3d quarter, 1824 -	-	1,925 18		
29	To do per rec't 15th November, 1824 - - -	-	50 39		
30	To Jacob Lewis & Co., for amount received from them for advances on contract, 15th November, 1824 -	-	-	-	1,874 07
5	To requisition No. 2751, on ac.	-	-	32,600 00	
Dec. 10	To do No. 2826, on ac.	-	-	-	23,552 51
1825.					
Mar. 25	To do No. 3277, on ac.	-	-	-	25,000 00
May 1	To Major Samuel Cooper, for amount received from him 23d April, 1825 - -	-	233 30		
June 2	To requisition No. 3410, on ac.	-	-	-	20,000 00
"	To do No. 3411, on ac.	-	-	15,000 00	
15	To do No. 3445, on ac.	-	-	-	26,800 00
July 1	To amount received from Captain Whiting, Qr. Mr., for sundry articles of public property sold him in 1st quarter, 1825 - -	-	-	-	8,295 48
Aug. 18	To requisition No. 3655, on ac.	-	-	-	10,000 00
"	To do No. 3656, on ac.	-	-	23,600 00	4,242 38
Sept. 14	To do No. 3712, on ac.	-	-	8,000 00	
	To do No. 3713, on ac.	-	-	10,800 00	
Oct. 24	To do No. 3800, on ac.	-	-	-	14,026 92
Nov. 1	To do No. 3832, on ac.	-	-	13,906 95	
3	To amount of sundry supplies furnished to, and labor performed at Fort Calhoun to 31st Dec., 1824, heretofore procured for and charged to this appropriation, and subsequently taken and applied to Fort Calhoun - -	-	-	-	13,906 95
10	To amount received from Major H. Whiting, Qr. Mr., for sundry articles of public property sold him in 2d qr. of 1825 - - - -	-	-	-	151 50
Nov. 1	To requisition No. 3833, on ac.	8,000 00			
8	To do No. 3854, on ac.	-	-	647 37	13,906 95
Dec. 29	To amount received from Major H. Whiting, for sundries sold him in third quarter of 1825 - - -	-	-	-	191 67
1826.					
Mar. 25	To requisition No. 4251, on ac.	-	-	15,000 00	15,000 00
April 21	To do No. 4383, on ac.	-	-	4,300 00	10,700 00
May 2	To do No. 4416, on ac.	-	-	7,500 00	7,000 00
"	To do No. 4417, on ac.	-	-	7,800 00	7,000 00
June 14	To do No. 4555, on ac.	-	-	10,000 00	5,000 00
"	To do No. 4556, on ac.	-	-	5,000 00	9,000 00

in account with the United States. CR.

			Repairs and Contingencies.	Fortifications.	Fort Calhoun.	Fort Monroe.
1822.	1st quar'r 1823, on account Fort Monroe -	8,140 21				
	Deduct am't of stoppages made from Jac. Lewis & Co., carried to his credits on account of fortifications -	335 86	-	-	-	7,804 35
"	Requisitions No. 174 and 175, on account - -		-	-	-	92 00
Aug. 12	For expenditures made by him on account of officers' permanent quarters during the qr. ending 30th June, 1823		-	330 17		
25	For this sum, being the amount of stoppages made from Jac. Lewis & Co., in the 2d qr. 1823, charged to him in this settlement, and which am't is charged to him on the abstracts of payments made on account of Fort Monroe, from which they have been deducted on statement of this date as chargeable to fortifications -	$2,159 73				
	For this amount stopped as above from Maj. Samuel Cooper -	310 40	-	2,470 13		
"	For sundry purchases and expenditures made by him in the 2d quarter 1823, on account of Fort Monroe -	$21,760 34				
	His per diem allowance from 1st April to June 30, 1823, 91 days, at $2 per day -	182 00				
		$21,942 34				
	Deduct amo't of stoppages made from Jac. Lewis					

DR. *General Charles Gratiot,*

		Repairs and Contingencies.	Fortifications.	Fort Calhoun.	Fort Monroe.
1826.					
July 1	To amount received for sundry articles sold in 1st quarter, 1826 - - -	-	-	2 50	469 90
Aug. 2	To requisition No. 4683, on ac.	-	-	9,000 00	27,000 00
Sept. 16	To do No. 4823, on ac.	-	-	2,300 00	6,900 00
Oct. 15	To amount received from H. Whiting, for sundry articles sold in 2d quarter of 1826 -	-	-	-	172 65
11	To requisition No. 4885, on ac.	-	-	10,000 00	10,000 00
Nov. 8	To do No. 4947, on ac.	-	-	6,500 00	8,500 00
11	To do No. 4960, on ac.	-	2,614 89		
1827.					
March 7	To requisition No. 234, on ac.	-	-	4,500 00	12,000 00
23	To do No. 302, on ac.	11,000 00			
April 5	To do No. 337, on ac.	-	-	9,000 00	14,000 00
May 17	To do No. 481, on ac.	-	-	8,500 00	7,500 00
June 11	To amount received for sale of public property in 3d and 4th quarters, 1826 -	-	-	-	1,078 51
13	To requisition No. 555, on ac.	-	-	8,500 00	9,500 00
16	To amount received for sale of public property in 1st qr. 1827 - - -	-	-	-	224 12
Aug. 1	To requisition No. 707, on ac.	-	-	6,000 00	23,000 00
Sept. 1	To amount received for sale of public property in 2d qr. 1827 - - -	-	-	75	82 91
Oct. 10	To requisition No. 898, on ac.	-	-	5,000 00	7,000 00
Nov. 20	To do No. 968, on ac.	-	-	13,291 00	6,753 00
1828.					
Jan'y 23	To requisition No. 1116, on ac.	-	-	835 41	3,898 94
Mar. 27	To do No. 1266, on ac,	-	-	15,000 00	15,000 00
April 21	To amount received for sale of public property, and for labor supplied in 2d and 3d quarters 1824, and 4th quarter 1827 - - -	-	-	43 88	1,402 78
23	To requisition No. 1363, on ac.	5,300 00	-	7,000 00	3,000 00
"	To do No. 1364, on ac.	-	-	5,000 00	5,000 00
May 7	To do No. 1400, on ac.	-	-	4,000 00	7,600 00
27	To do No. 1485, on ac.	-	-	10,300 00	12,600 00
July 16	To do No. 1657, on ac.	-	-	16,000 00	16,500 00
Sept. 4	To do No. 1829, on ac.	-	-	5,000 00	5,000 00
20	To amount received for sale of public property, and for labor supplied in 1st and 2d quarters, 1828 - -	-	-	-	578 16
Oct. 18	To requisition No. 1966, on ac.	-	-	10,000 00	20,000 00
Dec. 3	To do No. 2082, on ac.	-	-	7,700 00	13,800 00
1829.					
Feb'y. 7	To amount received for repairs of chairs in 3d quarter 1828	-	-	-	5 25
13	To requisition No. 2310, on ac.	-	-	3,000 00	16,000 00
Mar. 31	To do No. 2484, on ac.	-	-	5,000 00	11,000 00
April 27	To do No. 2601, on ac.	-	-	11,000 00	15,000 00

in account with the United States. CR.

			Repairs and Contingencies.	Fortifications.	Fort Calhoun.	Fort Monroe.
1823.	& Co., carried to his credit on separate statement on account of fortifications, the advances to them having been made out of that appropriation $2,159 73					
	Deduct am't stoppage from Sam. Cooper 310 40	2,470 13				
		$19,472 21				
	" requisition No. 228, on account	106 42	-	-	21,743 36	19,578 63
1824. Jan'y 7	For sundry purchases and expenditures made by him in the 3d quarter 1823, on account of Fort Monroe -	35,372 60				
	His per diem allowance from 1st July to 30th Sept., 1823 -	184 00				
	Do. for permanent quarters -	6,014 43				
		$41,571 03				
	Deduct am't of stoppages from Jacob Lewis & Co., carried to his credit on account of fortifications, the advances to them having been made out of that appropriation -	3,323 23	-	-	-	38,247 80
	Do. F. Calhoun	$28,484 55				
	Deduct am't of stoppages from S. Cooper, carried to his credit on account of fortifications the advances having been made out that appropriation $486 66					
	Deduct this sum credited by Col.					

Dr. *General Charles Gratiot,*

		Repairs and Contingencies.	Fortifications.	Fort Calhoun.	Fort Monroe.
1829.					
May 19	To requisition No. 2686, on ac.	-	-	11,000 00	14,000 00
June 1	To do No. 2727, on ac.	-	-	13,500 00	18,000 00
Aug. 5	To do No. 2952, on ac.	-	-	22,500 00	11,300 00
18	To amount received from M. Parks, for a coffin in 2d quarter, 1829 - -	-	-	-	5 00
Sept. 15	To requisition No. 3130, on ac.	-	-	12,500 00	5,000 00
23	To do No. 3150, on ac.	3,115 80			
1831.					
Mar. 24	To amount received for old copper and iron, for hire of laborers on surveys, and for materials and labor transferred to account for repairs and contingencies -	-	-	50 20	3,250 80
	To this amount, being for labor supplied, and materials furnished in 4th quarter, 1825, and 1st and 2d quarters, 1826, out of the funds remitted to him for repairs and contingencies of fortifications, and applied to Fort Monroe, and admitted to his credit on that account, and now charged to him, and admitted to his credit on the first above named accounts in this settlement -	-	-	-	19,717 91
	Carried forward,	$27,415 80	84,325 58	616,878 06	848,501 90

in account with the United States. CR.

			Repairs and Contingencies.	Fortifications.	Fort Calhoun.	Fort Monroe.
1824.						
	Gratiot as so much refunded by E. Mix for supposed error in acc't 357 84	844 50	-	-	27,640 05	
Jan. 7	For this sum, being the am't of stoppages made from Jacob Lewis & Co., in the 3d quarter of 1823, charged to him in this settlement, and which amount is charged to him in the abstract of payments made on account of Fort Monroe	$3,323 23				
	For am't stopped as above from Maj. Sam. Cooper on account of Fort Calhoun	486 66	-	3,809 89		
May 22	For amount of stoppages made from Jacob Lewis & Co., in 4th quarter of 1823, charged to him in this settlement, and which amount is charged in the abstract of payments made on account of Fort Monroe, from which they have been deducted on statement of this date as chargeable to fortifications, Fort Monroe	$1,525 18				
	For this amount stopped as above from Maj. Sam. Cooper, F. C.	227 69	-	1,752 87		
"	For sundry purchases and expenditures made by him in the 4th qr. 1823, Fort Monroe	$34,161 77				
	His per diem allowance from 1st Oct. to 31st Dec., 1823 -	184 00				
	Stopped from Jacob Lewis&Co., on account -	289 97				
		$34,635 74				
	Deduct amount of stoppages made from J. Lewis & Co., carried to his credit on					

DR. *General Charles Gratiot,*

		Repairs and Contingencies.	Fortifications.	Fort Calhoun.	Fort Monroe.
1831.	Brought forward,	$27,415 80	84,325 58	616,878 06	848,501 90
	Carried forward,	$27,415 80	84,325 58	616,878 06	848,501 90

in account with the United States. CR.

			Repairs and Contingencies.	Fortifications.	Fort Calhoun.	Fort Monroe.
1824.	separate statement on acc't of fortifications, the advances to them having been made out of that appropriation - -	1,525 18				
		$33,110 56				
May 22	For requisitions Nos. 323, 324, and 325, on acc't	219 50	-	-	-	33,330 06
	Do. on acc't Fort Calhoun -	$6,458 66				
	Deduct amount of stoppages made from Sam. Cooper, carried to his credit on separate statement on acc't of fortifications, the advances to him having been made out of that appropriation -	227 69	-	-	6,230 97	
June 23	For sundry purchases and expenditures made by him in the 1st qr. of 1824, on acc't of Fort Monroe -	$9,687 28				
	Am't stopped from J. Lewis & Co.	205 25				
	For permanent quarters -	727,693 00				
	His per diem allowance from 1st Jan. to 31st March, 1824 -	182 00				
		$17,351 46				
	Deduct the following sums credited in his acc't, viz. Rec'd from J. W. Jordan, for smith work for his vessel $37 00					
	J. Bulkley, for repairs 24,64					
	For fuel distributed to mechan-					

DR. *General Charles Gratiot,*

		Repairs and Contingencies.	Fortifications.	Fort Calhoun.	Fort Monroe.
1831.	Brought forward	$27,415 80	84,325 58	616,878 06	848,501 90
	Carried forward,	$27,415 80	84,325 58	616,878 06	848,501 90

in account with the United States. CR.

			Repairs and Contingencies.	Fortifications.	Fort Calhoun.	Fort Monroe.
1823.						
	ics, from 1st Nov. to 31st Mar. 1824	478 51 503 52	-	-	1,132 74	16,847 94
1824.						
Nov. 10	For am't heretofore suspended, and for sundry purchases and expenditures made by him in the 2d quarter 1824, and for stoppages made by him from Samuel Cooper, and Jacob Lewis & Co. -		-	405 34	16,278 86	39,677 64
Dec. 9	For sundry purchases and expenditures made by him at Fortress Monroe, in the 3d qr. 1824 -	$41,169 46				
	Am't stopped from J. Lewis & Co.,	2,424 08				
	His per diem allowance from 1st July, to 30th Sept. 1824 -	184 00	-	-	-	43,777 54
17	For sundry purchases and expenditures made by him in 3d qr. of 1824, on account of Fort Calhoun	21,217 85				
	Deduct amount of stoppages made from S. Cooper, and carried to his credit on separate acc't for fortifications, the advances to him having been made out of that appropriation -	1,358 62	-	-	19,859 23	
	For am't of expenditures made by him at Fort Monroe, in the 3d qr. of 1824, on acc't of fortifiations - -	$125 00				
	For this sum stopped from Samuel Cooper, in the 2d qr. 1824, charged to him in this settlement, & which is charged by him in the abstract of payments on acc't					

DR. *General Charles Gratiot,*

		Repairs and Contingencies.	Fortifications.	Fort Calhoun.	Fort Monroe.
1831.	Brought forward	$27,415 80	84,325 58	616,878 06	848,501 90
	Carried forward,	$27,415 80	84,325 58	616,878 06	848,501 90

in account with the United States. Cr.

			Repairs and Contingencies.	Fortifications.	Fort Calhoun.	Fort Monroe.
1823.						
	ics, from 1st Nov. to 31st Mar. 1824 478 51	503 52	-	-	1,132 74	16,847 94
1824.						
Nov. 10	For am't heretofore suspended, and for sundry purchases and expenditures made by him in the 2d quarter 1824, and for stoppages made by him from Samuel Cooper, and Jacob Lewis & Co. -		-	405 34	16,278 86	39,677 64
Dec. 9	For sundry purchases and expenditures made by him at Fortress Monroe, in the 3d qr. 1824 - $41,169 46					
	Am't stopped from J. Lewis & Co.,	2,424 08				
	His per diem allowance from 1st July, to 30th Sept. 1824 -	184 00	-	-	-	43,777 54
17	For sundry purchases and expenditures made by him in 3d qr. of 1824, on account of Fort Calhoun	21,217 85				
	Deduct amount of stoppages made from S. Cooper, and carried to his credit on separate acc't for fortifications, the advances to him having been made out of that appropriation -	1,358 62	-	-	19,859 23	
	For am't of expenditures made by him at Fort Monroe, in the 3d qr. of 1824, on acc't of fortifiations - -	$125 00				
	For this sum stopped from Samuel Cooper, in the 2d qr. 1824, charged to him in this settlement, & which is charged by him in the abstract of payments on acc't					

DR. *General Charles Gratiot,*

		Repairs and Contingencies.	Fortifications.	Fort Calhoun.	Fort Monroe.
1831.	Brought forward,	$27,415 80	84,325 58	616,878 06	848,501 90
	Carried forward,	$27,415 80	84,325 58	616,878 06	848,501 90

in account with the United States. CR.

			Repairs and Contingencies.	Fortifications.	Fort Calhoun.	Fort Monroe.
1824.						
	of F. Calhoun, from which they have been deducted on settlement of this date as chargeable to fortifications - -	$1,258 62	-	1,483 62		
1825.						
June 3	For sundry purchases and expenditures made by him in the 4th qr. 1824, on account Fort Monroe -	$33,836 04				
	His per diem allowance from the 1st Oct. to 31st Dec. 1834 - -	92 00				
		$33,928 04				
	Deduct this sum credited for smith work - -	5 00	-	-	-	33,923 04
	Do. on acc't, F. C.	12,359 37				
	His per diem allowance from 1st Oct. to 31st Dec. 1834 - -	92 00				
		$12,451 37				
	Deduct am't stopped from S. Cooper, and carried to his credit on separate account for fortifications, the advances to him having been made out of that appropriation -	23,330 00	-	-	12,218 07	
	For this sum, being amount of stoppages made from S. Cooper, in the 4th qr. 1824, charged to him in this settlement, and which was charged in the abstract of payments on account of Fort Calhoun, from which they have been deducted as chargeable to this account - - -		-	233 30		
July 1	For sundry purchases and expenditures made by him at Fort Monroe, in the 1st qr. of 1825, including per diem allowance from 1st Jan. to 31st March, 1825 - -		-	-	1,855 14	13,502 62

DR. *General Charles Gratiot,*

		Repairs and Contingencies.	Fortifications.	Fort Calhoun.	Fort Monroe.
1831.	Brought forward,	$27,415 80	84,325 58	616,878 06	848,501 90
	Carried forward,	$27,415 80	84,325 58	616,878 06	848,501 90

in account with the United States. CR.

		Repairs and Contingencies.	Fortifications.	Fort Calhoun.	Fort Monroe.
1825.					
Oct. 4	For requisition No. 572, drawn on requisition No. 3222, dated 26th Sept. 1825, rec'd from the office of Second Auditor, to be brought to his credit on this account -	-	-	-	52 50
Nov. 1	For amount of supplies furnished to, and labor performed at Fort Calhoun, to 31st Dec. 1824, originally procured for and charged to Fort Monroe, and subsequently taken and applied to Fort Calhoun, per statement, sanctioned by the Secretary of War - -	-	-	13,906 95	
5	For requisition No. 585, on account, - - - - -	-	-	-	13,906 95
10	For sundry purchases and expenditures made by him at Fort Monroe, in the 2d qr. 1825, including his per diem allowance, 91 days at $2 -	-	-	24,126 49	50,927 73
Dec. 28	For sundry purchases and expenditures made by him at Fort Monroe, in the 3d quarter 1825, including his per diem allowance, 92 days at $2 - - - - - -	-	-	46,287 21	33,502 60
31	For requisition No. 623, on account - - - - -	-	-	1,773 54	11,235 57
1826.					
July 1	For sundry purchases and expenditures made by him in the 4th qr. of 1825, and 1st qr. of 1826, including his per diem allowance from 1st Oct. 1825, to 31st Mar. 1826	-	-	24,189 92	33,899 51
Oct. 15	For sundry purchases and expenditures made by him in the 2d qr. 1826, including his per diem allowance from 1st April, to 30th June, 1826	-	-	27,668 89	37,558 48
Dec. 12	For requisition No. 777, drawn on requisition No. 4991, dated 29th Nov. 1826, for expenditures in 3d quarter 1826, to brought to his credit by counter requisition on ac.	339 40			
1827.					
Mar. 16	For requisition No. 806, drawn on requisition No. 225, dated 13th March 1827, received from Second Auditor's office, to be passed to his credit on the books of this office, on account - - - - -	-	-	-	143 00
May 15	For requisition No. 4960, is-				

DR. *General Charles Gratiot,*

		Repairs and Contingencies.	Fortifications.	Fort Calhoun.	Fort Monroe.
1831.	Brought forward,	$27,415 80	84,325 58	616,878 06	848,501 90
	Carried forward,	$27,415 80	84,325 58	616,878 06	848,501 90

in account with the United States. Cr.

		Repairs and Contingencies.	Fortifications.	Fort Calhoun.	Fort Monroe.
1827.	sued 11th Nov. 1826, and charged to him on that day, the same having been cancelled, this entry is made to correct the debit raised against him - - -	-	2,614 89		
June 11	For sundry purchases and disbursements made by him at Fort Monroe, in the 3d and 4th qrs. of 1826, including suspensions in former acc'ts now admitted, and his per diem allowance, from 1st July, to 30th Sept. 1826, on account - - - - -	-	-	40,787 51	58,449 64
15	For sundry purchases and disbursements made by him, in the 1st qr. of 1827, on acc't,	-	-	5,441 24	11,061 19
Sept. 1	For sundry purchases and expenditures made him in the 2d qr. of 1827, on account	2,874 73	-	13,952 21	31,687 66
1828.					
April 28	For sundry purchases and expenditures made by him at Fort Monroe, and Fort Calhoun, in the 3d and 4th qrs. of 1827, and for provisions supplied through the Commissary General, for laborers employed at Fort Calhoun, from 6th Oct. 1826, to 30th Sept. 1827 - - - -	4,925 14	-	26,755 30	36,464 69
Sept. 28	For sundry purchases and expenditures made by him at Fort Monroe and Fort Calhoun, in the 1st and 2d qrs. of 1828, including amount heretofore suspended, and now admitted, on account -	920 57	-	40,923 40	43,686 94
1829.					
Feb. 9	For sundry purchases and expenditures made by him at Fortress Monroe, in the 3d qr. of 1828, on account -	1,340 64	-	24,597 16	24,288 26
Aug. 18	For sundry purchases and expenditures made by him during the 4th qr. of 1828, and 1st and 2d qrs. of 1829, on account - - - - -	2,377 10	-	52,269 24	72,740 86
22	For amount of provisions supplied through the Commissary General, of subsistence for the laborers employed at Fort Monroe and Fort Calhoun, from 1st April, 1828, to 31st May, 1829, which amount was deposited to the				

DR. *General Charles Gratiot,*

		Repairs and Contingencies.	Fortifications.	Fort Calhoun.	Fort Monroe.
1831.	Brought forward	$27,415 80	84,325 58	616,878 06	848,501 90
		$27,415 80	84,325 58	616,878 06	848,501 90
	To balance per Contra -	$345 59	-	6,339 06	2,274 26

in account with the United States. CR.

		Repairs and Contingencies.	Fortifications.	Fort Calhoun.	Fort Monroe.
1829.	credit of the Treasurer on account of subsistence per statement, dated 21st Aug. 1829, on account - -	-	-	4,353 10	10,851 66
1831. Mar. 24	For sundry disbursements made by him in the 3d qr. 1829, including his per diem allowance, from 1st Oct. 1826, to 30th Sept. 1829, 1095 days at $2, including also amount received during the 4th qr. of 1825, and 1st and 2d qrs. of 1826, on acc't repairs and contingencies, $11,631 30, & fortifications, $8,086 61, and expended for labor and materials for Fort Monroe, on account - -	14,292 63	8,086 61	48,962 27	38,298 59
		$27,070 21	84,325 58	610,539 00	846,227 64
	By balance due U. States -	345 59	-	6,339 06	2,274 26
		$27,415 80	84,325 58	616,878 06	848,501 90

GENERAL ACCOUNT

DR. *General Charles Gratiot, Chief Engineer,*

			Fortifications.	Repairs and Contingencies.	Fort Calhoun.	Fortress Monroe.
1829.						
Aug. 18	To balance on settlement No. 8879, on account -		8,086 61	11,522 42		
22	To balance on settlement No. 8903, on account - -		-	-	42,751 13	12,604 12
Sept. 15	To requisition No. 3130, on account - - - -		-	-	12,500 00	5,000 00
23	To requisition No. 3150, on account - - - -		-	3,115 80		
	To amount received of old copper and iron - -	452 35				
	To amount received for hire of laborers employed on surveys - -	5 40				
	To amount transferred to repairs and contingencies -	2,793 04	-	-	-	3,250 82
	To amount received for hire of laborers employed on surveys, &c. - - - -		-	-	50 20	
	To this amount, being for labor supplied and materials purchased in the 4th qr. 1825, and 1st and 2d qrs. 1826, out of the funds remitted to him for repairs and contingencies, and applied to Fortress Monroe, and admitted to his credit on that account, and now charged to him, and admitted to his credit on account of repairs and contingencies; the present settlement as per explanatory statement I. herewith -		-	-	-	11,631 30
	To Do. Do. out of the appropriation for fortifications, and admitted to his credit in present statement, as per explanatory statement K. herewith - - - -		-	-	-	8,086 61
			$8,086 61	14,638 22	55,301 33	40,572 85

OF MONIES ADVANCED.

in account with the United States. CR.

		Fortifications.	Repairs and Contingencies.	Fort Calhoun.	Fortress Monroe.
1829.	For amount suspended in former settlement for the reason then stated, now allowed, per account filed - -	-	-	3 92	3 00
	For sundry disbursements made by him, during the 3d quarter of 1829, per abstracts and vouchers filed herewith, viz:				
	F. Fort Monroe - 37,200 59				
	His per diem allowance, from 1st Oct., 1826, to 30th Sept., 1829, 1095 days, at $2 00, half of which is chargeable to Fort Calhoun, below - 1,095 00	-	-	-	38,295 59
	G. Fort Calhoun 47,863 35				
	His per diem allowance, from 1st Oct. 1826, to 30th Sept. 1829, 1095 days, at $2, one half of which is chargeable above, to Fort Monroe 1,095 00	-	-	48,958 35	
	H. Repairs and contingencies	-	3,006 92		
	For this amount received during the 4th qr. 1825, and 1st and 2d qrs. of 1826, on this account, and expended for labor and materials for Fortress Monroe, as per explanatory statement, marked I. filed herewith - -	-	11,631 30		
	For this amount received during the 4th qr. 1825, and 1st. and 2d qrs. of 1826, on this account, and expended for labor and materials for Forttress Monroe, as per explanatory statement marked K. herewith filed - - -	8,086 61			
	Balance due U. States - -	-	-	6,339 06	2,274 26
		$8,086 61	14,638 22	55,301 33	40,572 85

GENERAL ACCOUNT

DR. *General Charles Gratiot, Chief Engineer,*

		Fortifications.	Repairs and Contingencies.	Fort Calhoun.	Fortress Monroe.
1829.					
	To balance per Contra - -	-	345 59	6,339 06	2,274 26

TREASURY DEPARTMENT,
3d *Auditor's Office, March* 3d, 1831.

Stated by R. BURGESS.

Statement of differences on settlement of Gen. Charles Gratiot's accounts, to the 30*th Sept.* 1829.

Due the United States, per official statement, on acc't of Fortress Monroe - - - - - - - -	$2,274 26		
Ditto, of Fort Calhoun - - - - - - -	6,339 06		
	$8,613 32		
Ditto, per his general account current - - - -	2,508 52		
Difference - - - - - - - - -	$6,104 50		
Accounted for as follows: Abstract E, 3d quarter 1825, Vo. 29. F. S .Taylor, for hire of quarters for Lieuts. Mordecai and Dutton; disallowed by the Second Comptroller, being chargeable to the Quarter Master's Department - - - - - - - - - - -			$20 00
Abstract for 4th quarter, 1825. This sum re-charged for quarters for Lieuts. Mordecai and Dutton, referred to the Second Comptroller for decision, by whom they were originally disallowed - - - - - -			20 00
Abstract F, 3d quarter 1825, Vo. 31. Lt. Col. Charles Gratiot, for per diem allowance from 1st Jan. to 30th Sept. 1825, for Fort Calhoun; not admissible, having received the same allowance for Fortress Monroe, during the same period - - - - - - - -			546 00
Abstract H, 4th qr. 1825, Vo. 28. Lt. Col. Charles Gratiot, per diem allowance for Fort Calhoun, from 1st Oct. to 31st Dec. 1825; not allowed, for the reason above stated			184 00

OF MONIES ADVANCED.—CONTINUED.

in account with the United States. CR.

		Fortifications.	Repairs and Contingencies.	Fort Calhoun.	Fortress Monroe.
1829.	Deduct amount of voucher 4 from repairs and contingencies, the same being suspended in consequence of the rec't not being signed -	-	345 59		
	Amounts brought down - -	$8,086 61	14,292 63	55,301 33	40,572 85
	Balance due the U. States, as found by the 2d Comptroller	-	345 59	6,339 06	2,274 26

TREASURY DEPARTMENT,
2d Comptroller's Office, March the 24th, 1831.

Ex. JNO. DAVIS, *Clk.*

Statement continued.

Abstract B, 1st quarter 1826, Vo. 15, Lt. Col. Charles Gratiot's charge per diem allowance for Fort Calhoun, from 1st Jan. to 31st March, 1826; not allowed for the reason above stated - - - - - - - - - - - 180 00

Abstract C, 2d qr. 1826, Vo. 58. Lt. Col. Gratiot's charge for per diem allowance for Fort Calhoun, from the 1st April, to 30th June, 1826; not allowed, for the reason above stated; one-half of the per diem charged to Fortress Monroe, was admitted to his credit on this account - - - 182 00

Abstract E, 3d quarter 1826, Vo. 65. Lt. Col. Gratiot's charge for per diem allowance for Fort Calhoun, from 1st July, to 30th Sept. 1826; disallowed, as in No. 58. - - - 184 00

Abstract L, 4th quarter 1828, Vo. 22. Overpaid H. Goldsborough for 80 feet of stone, at $2 per perch - - - - - 1 60

Vo. 18. Overpaid Dr. Robt. Archer, for medical attendance, from 1st April, to 31st Dec. 1828. Dr. Archer being an army surgeon, was allowed by the Secretary of War, $20 per month, by letter 21st Sept. 1825; the charge now made is at $40 per month, which is not allowed, for want of authority - - - - - - - - 90 00

Abstract K, 4th qr. 1828, Vo. 29. Same as above, ditto - - - - 90 00

Abstract A, 1st quarter, 1829, Vo. 28. Overcharged on Rec'd roll, No. 4, for Charles Bullock; not paid, and not embraced in the list of non-payments - - - - - 66

Abstract C, 2d quarter 1829, Vo. 44. Overpaid Underhill Dann, for 10 perches of stone, at $2 50 - - - - - - - 25 00

This sum paid Dr. Robert Archer, on Vo. No. 4, of abstract for 2d quarter of 1828, for medical services, from 6th Nov. 1827, to 31st March, 1828, at $40 per month; disallowed for want of the authority for increasing the allowance to that sum			96 66
Abstract F, 3d quarter 1829, Vo. 52, No. 7, for August, being amount due E. Richardson, not paid, and not deducted on roll of non-payments			88
Abstract F, for Fortress Monroe, 3d quarter 1829, Vo. 53. Gen. C. Gratiot, for per diem allowance, from 13th Nov. 1821, to 30th Sept. 1829, 2787 days, at $2 per day	$5,758 00		
Cr. By this amount received	3,016 00		
	$2,742 00		
Of which his per diem from 1st Oct. 1826, to 30th Sept. 1829, 1095 days, at $1 per day, is admitted on this account, he receiving a credit in his account for Fort Calhoun, for the balance	1,095 00		
Disallowed, see remarks annexed			1,647 00
Abstract G, Fort Calhoun, 3d quarter 1829, Vo. 51. Gen. C. Gratiot, for per diem allowance from 13th Nov. 1821, to 30th Sept. 1829	$5,758 00		
Cr. By this amount received	1,826 00		
	$3,932 00		
Of which per diem from 1st Oct. 1826, to 30th Sept. 1829, 1095 days, at $1 per day, is admitted on this account; he receiving credit on account Fortress Monroe, for the balance	1,095 00		
Disallowed, see remarks annexed			2,837 00
Amount of differences			$6,104 80
Balance due U. S., per Second Comptroller's statement	$8,958 91		
per Third Auditor's report	8,613 32		
Difference	$345 59		
Arising on the suspension of Vo. 4, of abstract for repairs and contingencies, by the Second Comptroller, the receipt not being signed	345 59		

Gen. Gratiot's per diem allowance for disbursing, at two dollars per day, being less than 2 1-2 per cent. commission, has been regularly allowed, agreeably to regulations, to 30th Sept. 1826. In the present settlement he is allowed in continuation from 1st Oct. 1826, to 30th Sept. 1829, for a part of the time Gen. Gratiot was chief engineer, stationed at Washington, and received the emoluments attached thereto, but inasmuch as the moneys were advanced to him, and the expenditures were made for him by Lieut. Talcott, and the amounts all rendered in the general's name and have been so settled, the per diem allowance is passed to his credit.

In regard to the charge of two dollars per day on each fortification, say that of Fortress Monroe and Fort Calhoun now made, extending back to 13th November, 1821, for the latter it is not deemed to be admissible. By the regulations of March, 1821, Art. 67, No. 14, it is provided, that where there is no agent of fortifications, the superintending officer shall perform the duties of agent, and while performing such duties, the rules and regulations for the government of the agents shall be applied to him. And as the compensation for the performance of that extra duty, he will be allowed for

moneys expended by him in the construction of fortifications, at the rate of two dollars per day during the continuance of such disbursements, provided the whole amount of emolument shall not exceed two and a half per cent. on the sum expended.

By the regulation of March, 1825, Art. 67, par. 893, it is stated, "The engineer superintending the construction of a fortification, will disburse the monies applied to the same, and as compensation for the performance of that extra duty, will be allowed at the rate of two dollars per diem, during the continuance of such disbursements, provided the whole amount of emolument shall not exceed two and a half per cent. on the sum disbursed." Until the 30th June, 1825, Col. Gratiot continued to charge as disbursing officer, only at the rate of two dollars per day; in the 3d quarter of that year he made a charge separate for Fort Calhoun, extending back to the 1st January, 1825, which was disallowed, on the ground that he was not entitled to a double allowance, the regulations, in the opinion of the accounting officers not warranting it, and no case of the kind having ever been allowed.

No. 10,808. TREASURY DEPARTMENT,
Third Auditor's Office, March 4th, 1831.

I certify that I have examined and adjusted the accounts of Gen. Charles Gratiot, and find that he is chargeable with the following sums, viz:

To balance on settlement No. 8,879, dated 18th August, 1829, on acc't of fortifications - -	$ 8,056 61
Repairs and contingencies - - - -	11,522 42
To balance on settlement No. 8,903, dated 22 Aug. 1829, on acc't Fortress Monroe - - -	12,604 12
Fort Calhoun - - -	42,751 13
To requisition No. 3,130, dated 15th Sept. 1829, on acc't of Fortress Monroe - - - - -	5,000 00
Fort Calhoun - - - - -	12,500 00
To ditto No. 3,150, dated 23d Sept. 1829, on acc't of repairs and contingencies - - - -	3,115 80
To amount received for sale of old copper and iron, and for hire of laborers, &c., Fortress Monroe -	3,250 82
Fort Calhoun -	50 20
To this amount, for labor supplied and materials purchased in the 4th qr. 1826, out of the funds remitted to him for repairs and contingencies and applied to Fortress Monroe, and admitted to his credit on account of repairs and contingencies in the present statement, Fortress Monroe - -	11,631 30
To ditto out of the funds remitted to him on acc't of fortifications, and admitted to his credit in present statement, Fortress Monroe - - -	8,086 61
	$118,599 01

And that he is entitled to credit on the same acc'ts as follows, viz :		
By amount suspended in former settlement for reasons then stated, now allowed, on account Fortress Monroe -	$3 00	
Fort Calhoun -	3 92	
By sundry disbursements made by him in 3d qr. 1829, including his per diem allowance, from 1st. Oct. 1826, to 30th Sept. 1829, on account of Fortress Monroe - - - - - -	38,295 59	
Fort Calhoun - - - - -	48,958 35	
Repairs and contingencies - -	3,006 92	
By this sum received during the 4th qr. 1825, and 1st and 2d qrs. 1826, on this account, and expended for labor and materials at Fortress Monroe, as per explanatory statement filed on account; repairs and contingencies - - - - - - -	11,631 30	
By do. do. do. fortifications -	8,086 61	109,985 69
Leaving a balance of - -		$8,613 32
Due to the United States on account of		
Fortress Monroe - - - - -	2,274 26	
Fort Calhoun - - - - -	6,339 06	$8,613 32

As appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

PETER HAGNER, *Auditor.*

To J. B. THORNTON, Esq.,
Second Comptroller of the Treasury.

Third Auditor's balance brought down - -	$8,613 32
Add for suspension of voucher No. 4, repairs and contingencies, hospital kitchen, the receipt not being signed - - - - - - - -	345 59
Balance due the U. S. as found in office of 2d Compt.	$8,958 91

Second Comptroller's Office.

I admit and certify the above balance, this 24th day of March, 1831. J. B. THORNTON, *Second Comptroller.*

GENERAL ACCOUNT

DR. *General Charles Gratiot,*

		F. Columbus & Castle Williams.	Fort at Throg'sNeck.	Fort at Grand Terre, La.
1835.				
Nov. 17	To requisition No. 4476, on acc't.	-	-	20,000 00
Dec. 21	To Do. No. 4575, on acc't.	-	-	30,000 00
1836.				
Jan. 26	To Do. No. 4728, on acc't.	3,000 00	47,956 62	
		$3,000 00	47,956 62	50,000 00
	To balance as per Contra			
	He is also charged with the following balances on settlement No. 1080, dated 24th March, 1831.			
	Fort Monroe - 2,274 26			
	Fort Calhoun - 6,339 06			
	Repairs and contingencies - - 345 59			

No. 1233. TREASURY DEPARTMENT,
3d Auditor's Office, January 11th, 1837.

I certify that I have examined and adjusted the account of General Charles Gratiot, and find that he is chargeable with the following sums, viz:

To requisition No. 4,476, dated 17th November, 1835, on account fort at Grand Terre - -	$20,000 00
To requisition No. 4,575, dated 21st December, 1835, on account fort at Grand Terre - -	30,000 00
To requisition No. 4,728, dated 26th January, 1836, on account Fort Columbus and Castle Williams	3,000 00
Fort at Throg's Neck - - - - - -	47,956 62
	$100,956 62

And that he is entitled to credit as follows, viz:

By Major John L. Smith, for amount turned over to him, 15th April and 30th June, 1836, an account Fort Columbus and Castle Williams - - - - -	3,000 00	
Fort at Throg's Neck, - - - -	47,956 62	
By requisition No. 2,570, drawn on him on account fort at Grand Terre - -	15,000 00	65,956 62

MONIES ADVANCED.

in account with the United States. CR.

		F. Columbus & Castle Williams.	Fort at Throg'sNeck.	Fort at Grand Terre, La.
1836. Oct. 6	By Major John L. Smith, for amount turned over to him, 15th April and 30th June 1836, on account -	3,000 00	47,956 62	
	By requisition No. 2570, on account	-	-	15,000 00
	By balance due United States -	-	-	35,000 00
		$3,000 00	47,956 62	50,000 00

TREASURY DEPARTMENT,
3d *Auditor's Office*,
January 11*th*, 1837.
Stated by R. BURGESS.

TREASURY DEPARTMENT,
2d *Comptroller's Office*,
January 16*th*, 1837.
Exd. JNO. DAVIS, *Clk.*

Leaving a balance of - - - $35,000 00
due to the United States on account
of fort at Grand Terre.

(He is also charged with the following balances on settlement No. 10,808, dated 24th March, 1831, viz:

Fort Monroe - - - - 2,274 26
Fort Calhoun - - - - 6,339 06
Repairs and contingencies - - 345 59)

as appears from the statement and vouchers herewith transmitted, for the decision of the 2nd Comptroller of the Treasury thereon.

PETER HAGNER, *Auditor.*

To ALBION K. PARRIS, Esq.
Second Comptroller of the Treasury.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance, this sixteenth day of January, 1837.

ALBION K. PARRIS,
Second Comptroller.

DR. *General Charles Gratiot, U. S. Engineer,*

		Fort Monroe.	Fort Calhoun.	Repairs & conting's of fortifications.	Fort at Grand Terre.	Barracks Quarters &c.	Qr.Mr's. Dept.
1831. Mar. 24	To balance on settlement No. 10808	2,274 26	6,339 06	345 59			
1837. Jan. 16	To do. do. No. 1223	-	-	-	35,000 00		
	Balance due Gen. Gratiot - -	-	-	-	-	905 80	614 67
		2,274 26	6,339 06	345 59	35,000 00	905 80	614 67
	To balance due U.S.	-	-	-	33,194 92		

No. 4,697.

TREASURY DEPARTMENT,
Third Auditor's Office, 15th December, 1838.

I certify that I have examined and adjusted the account of General Charles Gratiot, U. S. Engineer, and find that he is chargeable as follows, viz:

1831. March 24. To balances on settlement No. 10,808, on account of

Fort Monroe - - - - - -		$2,274 26
Fort Calhoun - - - - - -		6,339 06
Repairs and contingencies of fortifications - -		345 59
		$8,958 91
1837. January 16. To balance on settlement No. 1,223, on account of fort at Grand Terre - - - - -		35,000 00
Amounting to - -		$43,958 91

And that he is entitled to credit as follows:

By requisition No. 3,448, dated 17th December, 1838, drawn on requisition No. 710, dated 13th December, 1838, and received from the 2d Auditor's office, on account of			
Fort Monroe - - - -	$2,274 26		
Fort Calhoun - - - -	6,339 06		
Repairs and contingencies of fortifications	345 59		
Fort at Grand Terre - - -	1,805 08	$10,763 99	
By general account of monies advanced for his allowance for quarters and fuel, from the 1st April, 1836, to 6th December, 1838:			
Barracks, quarters, &c. - - -	905 80		
Quartermaster's department - -	614 67	1,520 47	12,284 46
Leaving a balance due the United States		-	$31,674 45

in account with the United States. CR.

		Fort Monroe.	Fort Calhoun.	Repairs& conting's of fortifi-cations.	Fort at Grand Terre.	Barracks Quarters &c.	Qr.Mr's Dept.
1831.	By requisition No. 3448, dated 17 Dec. 1838, drawn on requisition, No. 710, dated 13 Dec. 1838, and rec'd from 2d Auditor's office -	2,274 26	6,339 06	345 59	1,805 08		
	By general acc't of monies advanced for this allowance for qrs. & fuel, from the 1st of April 1836, to the 6th of Dec. 1838, per ac. filed herewith -	-	-	-	-	905 80	614 67
	Bal. due the U. S. -	-	-	-	33,194 92		
		2,274 26	6,339 06	345 59	35,000 00	905 80	614 67
	By balances due Gen. Gratiot -	-	-	-	-	905 80	614 67

as follows:

Balance due the United States, on account of fort at Grand Terre -		$33,194 92
Balances due General Gratiot, on account barracks, quarters, &c.	$905 86	
Do. do. do. on account Quartermaster's dep't.	614 67	1,520 47
Balance due the U. S. -		$31,674 45

For the balances due General Gratiot (say $905 80 and $614 67) a requisition will issue in his favor, to be carried to his credit by counter' requisition, on account of fort at Grand Terre, as appears from the statement and vouchers herewith transmitted, for the decision of the Second Comptroller of the Treasury thereon.

PETER HAGNER, *Auditor.*

To ALBION K. PARRIS, Esq.,
Second Comptroller of the Treasury.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance, this seventh day of December, 1838.

ALBION K. PARRIS,
Second Comptroller.

Report of the Third Auditor on the account of General Charles Gratiot, of which the following is a copy, viz:

Dr. The United States in account with Brigadier General Chas. Gratiot, agent of fortifications at Forts Monroe and Calhoun:

To commission on amount disbursed at Forts Monroe and Calhoun, on account of said works and contingencies of fortifications, from the 1st July, 1821, to 1st October, 1829, $1,531,943 48, at 1 per cent. -	15,319 43	By this amount due the United States, as per my account current, rendered for 3d quarter of 1839 -	2,508 52
		By amount of disallowed and suspended vouchers, as per statement of differences, from the office of the 3d Auditor, on settlement to 30th Sept 1829 - -	6,450 39
		By amount credited my account by the 3d Auditor, as allowed for disbursing - -	5,752 00
		By balance - -	608 52
	$15,319 43		$15,319 43
To balance due Gen. Gratiot - - -			$608 52

Errors excepted.

(Signed.) C. GRATIOT.

March 26th, 1833.

REPORT.

General Gratiot, in rendering his account for the disbursements he made for the use of Forts Monroe and Calhoun, claimed and charged, in the first account he rendered, to 31st March 1822, a per diem allowance, as disbursing officer, from November 13th, 1821, to the end of the 1st quarter of 1822, at two dollars per day, "being less than 2 1-2 per cent. on the money actually disbursed within the periods," which per diem was allowed and passed to his credit, in accordance with the 14th paragraph of article 67—Army Regulations. In his account rendered for the 2d and 3d quarters of 1822, there was no charge made by General Gratiot, for his services as disbursing officer, but in his account for the 4th quarter of 1822, he charged his per diem allowance for the 2d, 3d, and 4th quarters, at the rate of two dollars per day, which was admitted to his credit; the same per diem allowance, was claimed and charged in each successive quarterly account rendered by the General, to include the 2d quarter of 1825. In his account rendered for the 3d quarter of 1825, he claimed for the first time a per diem of $2 per day, for each of the works, and made a charge for disbursing at Fort Calhoun, from the 1st January 1825, to the 30th September,

1825, at $2 per day, amounting to $546; this sum was disallowed, because he had been allowed and received a credit at the rate of two dollars per day, for the whole period, being all that he was entitled to under the army regulations. The general continued to charge at the rate of $4 per day, although he was informed, at the settlement of his accounts for each quarter-yearly disbursements, that only $2 per day was admissible, and had been allowed to his credit; the chief engineer, General Macomb, in transmitting to this office, the accounts of General Gratiot, for the 3d quarter of 1826, in which he found a charge for disbursing at the rate of $4 per day, remarks that, "the accounts have been examined and approved in this office, with the exception of the charge of the per diem allowance for disbursing of the full amount for each work, instead of which the half of the full amount, or one dollar per day, should have been charged to each work." From this period until the final rendition of his accounts for disbursements, the last being to the close of the quarter ending the 30th September, 1829, General Gratiot made no charge in his quarterly-yearly accounts, for a per diem allowance or compensation, for his services for disbursing, on account of those works. In his account for the 3d quarter of 1829, above referred to, he makes out accounts against each work, charging on each a per diem of 2 dollars, from the 13th November, 1821, to the 30th September, 1829, amounting for each, to $5,758, and he credits on each the sums he had previously charged in his accounts for a per diem. On the settlement of this account he was allowed at the rate of $2 per day up to the 30th September, 1829, for the period for which he had not before been credited, making in the aggregate, for the time he was disbursing $5,756. From the foregoing facts, it would appear that General Gratiot did not consider himself entitled to a greater per diem allowance for his extra services as disbursing officer, on the works he was superintending, then $2 per day, as provided for by the army regulations, until the 3d quarter of 1825, nearly four years subsequent to the commencement of his duties, and that after the opinion expressed by the chief engineer, of his understanding what per diem the general was entitled to, he ceases to charge for his services as disbursing officer, in his quarter-yearly accounts, until rendering his account to the close of his disbursing, to wit: for the quarter ending on the 30th September, 1829, where he again charged at the rate of $2 per day, for each work, notwithstanding the opinion of the chief engineer, and decision of the accounting officers, that he was entitled to only $2 per day—or one dollar per day on each. A settlement having been made of the accounts of General Gratiot, to the close of his disbursements, in which he was allowed the full per diem he was entitled under the regulations of the army, a balance was found against him of $8,958 91, (on the 24th March, 1831,) differing from the balance of $2508 52, which he acknowledged to be due to the United States in the sum of $6,450 39, and he was furnished with a statement, explaining how this difference arose, one item of which was the disallowance of $2 per day, over-charged on his per diem for disbursing, amount-

ing to $5,760. General Gratiot having ceased to disburse, and no further vouchers or claims to a credit having been exhibted to this office, the above balance of $8,958 21, was, in compliance with instructions reported to the 2d Comptroller of the Treasury, for stoppage, on the 31st August 1831, and again on the 11th August, 1832, accompanied by the following remark of General Gratiot in reference to his account. "The settlement made at the Treasury of these accounts, was demurred at, and the statement of differences submitted in June, 1831, to the Secretary of War, who, owing to press of business, or other causes, did not act, soon afterwards an order for stoppage was issued, the matter was then brought to the consideration of the then acting Secretary of War, (Mr. McLane,) who suspended the order above referred to, until the action of the Secretary of War in the case was had, the matter has been submitted and awaits decision." What may have been the decision of the Secretary of War, or whether he made any, has not been made known to this office, nor has any further claims to credits, on the disallowed items, been made at this office, by General Gratiot, until the account now presented, by which it will be perceived he abandons his former claim to a per diem allowance under the army regulations, which he now "considers as not applicable to his case, as it provides for the case of an engineer, performing the duties of military agent, at a fortification," and he claims one per cent. on the amount of his disbursements "under the provisions of the law of 1809, regulating the compensation of disbursing officers." Article No. 67, of the general regulations for the army, sanctioned by the President of the U. States, in July 1821, provides, paragraph No. 14, "where there is no agent for fortifications, the superintending officer shall perform the duties of agent, and while performing such duties, the rules and regulations for the government of the agents shall be applicable to him, and as a compensation for the performance of that extra duty, he will be allowed for monies expended by him, in the construction of fortifications, at the rate of $2 per diem, during the continuance of such disbursements, provided the whole amount of emolument, shall not exceed 2 1-2 per-cent. on the sum expended." General Gratiot was the superintending officer, and was made the disbursing officer for the fortifications erecting at the entrance into Hampton roads, to wit: Forts Monroe and Calhoun, and as such, the above paragraph of article 67, would appear to be entirely applicable as to the compensation he was to be allowed, and paragraph 893, of article 67, of the regulations, approved March 1, 1825, makes it the duty of "the engineer superintending the construction of a fortification, to disburse the monies applied to the same, and as compensation for the performance of that extra duty, will be allowed at the rate of $2 per day during the continuance of such disbursements, provided the whole amount of emolument shall not exceed 2 1-2 per-cent. on the sum disbursed." It was under the provisions of these general regulations of the army, that the accounting officers decided on the allowance to which General Gratiot was entitled, and to which he was referred,

as the ground of the disallowances made in relation thereto, at the time the different settlements of his accounts were made, in which the charge formed an item of difference, (as regards the provisions of the law of 1809, under which General Gratiot now makes his claim for a per centage, in lieu of a per diem allowance, as heretofore charged in his accounts,) it is presumed he has referred to the 3d section of the act of March 3d, 1809, "further to amend the several acts for the establishment and regulation of the Treasury &c." That his case is not one contemplated by that act, appears to my mind conclusive, as well by the 3d as the 4th section, in neither particular of which, are the circumstances, like those of the agents therein mentioned. He was an officer of engineers in the receipt of the pay and emoluments attached to his grade, as such it was his duty to superintend the erection of fortifications, and the disbursement of the funds necessary for their execution, formed an extra duty, whereas the agents contemplated by the act of March, 1809, were to appointed in a special manner, enter into bond, &c., and their whole compensation, depended alone on the amount of their disbursements, which was in no event to exceed the compensation allowed to the surveyor of public supplies, to wit: $2000 per annum. The regulations provided the extra compensation, to be allowed superintending officers disbursing on account of fortifications, of which General Gratiot was apprised when he was appointed to this latter duty, and according to which, his accounts were settled. Considering the present claim of General Gratiot inadmissible for the reasons set forth, a particular examination to ascertain the accuracy of his statement, of the amount actually disbursed by him, as stated in the abstract which accompanied his letter and claim, has not been *maid*, all of which are herewith transmitted, for the decision of the 2d Comptroller of the Treasury thereon.

(Signed) PETER HAGNER, *3d Auditor.*

TREASURY DEPARTMENT,
Third Auditor's Office, April 2d, 1832.

TREASURY DEPARTMENT,
Third Auditor's Office, Dec. 12th, 1838.

The original of the foregoing report, on the claim of Brigadier General Charles Gratiot, was transmitted to the 2d Comptroller, for his decision, on the 3d April, 1833, and has not since been returned to this office.

(Signed) PETER HAGNER, *Auditor.*

To ALBION K. PARRIS, Esq.
Second Comptroller of the Treasury.

TREASURY DEPARTMENT,
Second Comptroller's Office, Dec. 14th, 1838.

The third Auditor is respectfully requested, to cause General Gratiot's account to reported according to the principles stated in foregoing report.

(Signed) ALBION K. PARRIS, *Comptroller.*

Treasury transcript marked B. and referred to in the foregoing

GENERAL ACCOUNT

DR. *General Charles Gratiot, in account*

1838.		Qr. Master's Dep't.	Barracks, Quarters, &c.	Transport'n officers' bag.	Contingencies of Fortifications.	Fort Calhoun.	Fort at Grand Terre, La.
Dec. 17	To balance on settlement No. 4697 - - -	-	-	-	-	-	33,194 92
	To balance due him - -	634 67	905 80	612 75	345 59	1,404 00	
	Dolls.	634 67	905 80	612 75	345 59	1,404 00	33,194 92
	To balance per contra -	-	-	-	-	-	33,194 92

TREASURY DEPARTMENT,

January 30, 1839.

bill of exceptions, is in the words and figures following, to wit:

OF MONEYS ADVANCED.

with the United States. CR.

1838.		Qr. Master's Dep't.	Barracks, Quarters, &c.	Transport'n officers' bag.	Contingencies of Fortifications.	Fort Calhoun.	Fort at Grand Terre, La.
Dec. 17	By balance on settlement, No. 4697 - - -	614 67	905 80				
	For sundry disbursements made by him at Fort Monroe, in 1825, 1826, & 1827, including vouchers heretofore suspended and now allowed, and also his accounts for transportation of baggage, for various journies performed by him, as chief of the corps of engineers, in 1836 and 1837, per abstracts and vouchers filed herewith -	20 00	-	612 73	345 59	1,404 00	
	By balance due U. S. -	-	-	-	-	-	33,194 92
	Dolls.	634 67	905 80	612 73	345 59	1,404 00	33,194 92
	By balance due him - -	634 67	905 80	612 73	345 59	1,404 00	

Third Auditor's Office.

Stated by R. BURGESS.

Statement of differences on settlement of General Charles Gratiot's accounts. Reported January 30th, 1839.

Due U. States, on official statement on acc't of fort at Grand Terre		$33,194 92
Due him on account of quartermaster's department	$634 67	
Barracks and quarters, &c.	905 80	
Transportation of officers' baggage	612 73	
Contingencies of fortification	345 59	
Fort Calhoun	1,404 00	3,902 79
		29,292 13
Balance claimed per his acc't current, dated 11th January, 1839		14,860 51
Difference		$44,152 64

Arising as follows: The first item in Gen. Gratiot's account is for disbursing $603,727 42 on account of Fort Calhoun, from the 13th Nov. 1821, to the 30th Sept. 1829, 2879 days, at $2 per day, being less than two and a half per cent. on the amount disbursed, as allowed by the general regulations of the army, to an officer disbursing at a fortification, vide Art. 67, Par. 893 — $5,758 00

The second item is for ditto $848,718 80 on acc't of Fort Monroe, during the same period, 2879 days, at $2 per day — 5,758 00

$11,516 00

And in his acc't he credits, "Amount credited my acc't by the Third Auditor, as allowance for disbursements — 5,758 00

$5,758 00

In the various statements of Gen. Gratiot's accounts he has been allowed and credited with $2 per day, for disbursing for the whole of the period above charged for, at Old Point Comfort, agreeably to regulations. The above-mentioned charges having heretofore been made and decided upon by the accounting officers of the Treasury, reference is made to those decisions, and the above-mentioned items of $5,758, is accordingly disallowed — 5,758 00

The third item is for ditto $33,447 26 on acc't of contingencies of fortifications, at 2 1–2 per cent., as authorised by regulations above referred to, not admissible — 836 18

These disbursements were all made at Old Point Comfort, and were for objects connected with and

formed part of the fortifications at that place, and during the entire period within which the disbursements were made. He has already charged and been allowed the full amount authorised by the regulations for disbursing. See former decisions of the accounting officers of the Treasury.

Gen. Gratiot charges this amount disallowed by accounting officers of the Treasury, for the quarters furnished to Lieuts. Dutton and Mordecai - - - - - - - $40 00

Of which this sum, being the actual amount paid for the above-mentioned quarters, and originally suspended on the settlement of his accounts, as chargeable to the quartermaster's department, is now admitted - 20 00 — 20 00

Gen. Gratiot subsequently re-charged the above-mentioned sum of $20, but at the same time omitted to credit the disallowance, thus making a double charge of the amount.

The next item is for ditto, ditto, ditto, payment to Dr. Robert Archer, for medical services - - — 276 00

This charge has before been made and disallowed by the accounting officers of the Treasury, for the reasons before stated, to which reference is now made.

This sum charged for his extra services in conducting the affairs connected with the civil works of internal improvement carried on by the United States, and referred to the Engineer Department for execution, and which did not constitute any part of his duties as a military officer, from the 1st day of August, 1828, to the 6th day of December, 1838, inclusive, 10 128–365 years, at $3,600 per annum, that being the pay granted to John S. Sullivan, David Shriver, James Geddes, and Nathan S. Roberts, Esqrs., civil engineers, employed under the act of 30th April, 1824, entitled an act to procure the necessary surveys, plans, and estimates, upon the subject of roads and canals - - - - — 37,262 46

Not allowed. This is a new claim, now for the first time presented by Gen. Gratiot. Lieut. Col. Gratiot, of the corps of engineers, was made a full colonel on the 24th May, 1828, and on the 30th of July, 1828, assumed his station as chief of the corps of engineers, at the seat of government, as required by the general regulations of the army, of 1825. Act 67, par. 887, directs "that the chief of the corps of engineers shall be stationed at the seat of government, and shall direct and regulate the duties of the corps of engineers, and those also of such

of the topographical engineers, as may be attached to the Engineer Department, and shall also be the inspector of the Military Academy, and be charged with its correspondence."

Par. 888. "The duties of the Engineer Department comprise reconnoitering and surveying for military purposes, and for internal improvements, together with the collection and preservation of topographical and geographical memoirs and drawings referring to those objects," &c. "Also the superintendence of the execution of the acts of Congress in relation to internal improvements, by roads and canals, the navigation of rivers, and the repairs and improvements connected with the harbors of the United States, or to the entrance into the same, which may be authorised by acts of Congress, with the execution of which the War Department may be charged."

By these regulations it is made the express duty of the chief of the corps of engineers to superintend the execution of the acts of Congress in relation to all works of internal improvement, and it does not appear in these or any subsequent regulations, or in any of the acts of Congress authorising works of internal improvement, that any extra allowance was ever made or contemplated to be made to the chief of the corps of engineers, for extra services, nor can the services here charged for, be deemed extra, when, by the regulations in force before and at the time of his assuming the duties of his office, were in part the very duties he was, by his appointment, directed to perform; and further, on the 26th March, 1829, Col. Gratiot received a brevet of brigadier general, to take effect from the day that he received his promotion as colonel, on the 24th May, 1828, and with it all the pay and emoluments of a brigadier general, besides double rations allowed to him, in consequence of his promotion and residence at the seat of Government. The brevet rank was unquestionably conferred upon Gen. Gratiot in consequence of his new command as chief the corps of engineers, to whom was confided the superintendence of all works of internal improvement, as appears by the regulation before mentioned; and in that way was he compensated for all the duties he was required to perform. On the 30th June, 1831, the Secretary of War established a separate bureau for the topographical department, and directed a transfer from the office of

the chief engineer, of the correspondence connected with the topographical department, to that bureau; thus relieving the chief of the Engineer Department from the direction and superintendence of all that portion of duty which, by the regulations of 1825, above recited, he was charged with.

The cases cited by Gen. Gratiot, of pay granted to John S. Sullivan, Dd. Shriver, James Geddes, and Nathan S. Roberts, civil engineers, are by no means analagous to his claim; they were civil engineers, appointed by the Secretary of War, in virtue of an act of Congress, and charged with the performance of certain specific duties, and for which they were paid, out of an appropriation for that purpose, a compensation fixed by the Secretary of War; they held no military rank, nor received compensation from the Government, in any other capacity or for any other service. Not so with Gen. Gratiot; he was an officer of the army, exercising a position as chief of the corps of engineers, and in virtue of which had received the brevet rank of brigadier general, and the pay and emoluments of his brevet, besides double rations. It is fair to presume that the brevet was conferred, in part, in consequence of the increased number of persons and the importance of the works under his charge, produced in a great measure by the appointment of civil engineers and their attendants; besides, the act of the 3d March, 1835, expressly prohibits any extra allowance whatsoever, to any officer of the army. See act entitled "An act making additional appropriations for the Delaware breakwater, and for certain harbors, and removing obstructions in and at the mouths of certain rivers, for the year 1835.

Amount of difference - $44,152 64

No. 5,186.

TREASURY DEPARTMENT,
3d *Auditor's Office*, *January* 30, 1839.

I certify that I have examined and adjusted the account of General Charles Gratiot, and find that he is chargeable, on account of fort at Grand Terre, La., as follows:

To balance on settlement No. 4,697, dated December 17, 1838 - - - - - $33,194 92

And that he is entitled to credit as follows, viz:

By balance on settlement No. 4,697, dated Dec. 17, 1838, on account quartermas-

ter's department - - -	$614 67	
Barracks, quarters, &c. - - -	905 80	
Sundry disbursements made by him at Fort Monroe, in 1825, 1826, and 1827, including vouchers heretofore suspended and now allowed, and also his account for transportation of baggage on various journies performed by him, as chief of the corps of engineers, in 1836 and 1837, as follows, viz:		
Quartermaster's department - -	20 00	
Transportation of officers' baggage -	612 75	
Contingencies of fortifications - -	345 59	
Fort Calhoun - - - -	1,404 00	3,902 81
Leaving a balance of -		29,292 11
due the United States as follows:		
On account of fort at Grand Terre, La. - -		33,194 92
Balances due him on account quartermaster's department - - -	$634 67	
Barracks, quarters, &c. - - -	905 80	
Transportation of officers' baggage -	612 73	
Contingencies of fortifications - -	345 59	
Fort Calhoun - - - -	1,404 00	3,902 79
		$29,292 13

As appears from the statement and vouchers herewith transmitted for the decision of the second comptroller of the Treasury thereon.

PETER HAGNER, *Auditor.*

To ALBION K. PARRIS, Esq.,
Second Comptroller of the Treasury.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance, this 15th day of February, 1829.

ALBION K. PARRIS,
Second Comptroller.

Bill of Exceptions, No. 2.

Bill of exceptions, No. 2, filed as aforesaid, is in the words and figures following, to wit:

THE UNITED STATES OF AMERICA,
vs.
CHARLES GRATIOT.

Be it remembered that, on the trial of this cause, after the plaintiffs had closed their evidence by giving in evidence the two transcripts before set out on the record, the defendant by his counsel, moved the court to instruct the jury that the plaintiffs are not entitled to recover in this action for any public money received by the defendant in any other capacity or office than that of chief engineer; and, secondly, that the three items of the account of the plaintiffs against the defendant, as contained in the transcripts from the books and proceedings of the Treasury, which have been given in evidence to the jury, and which are as follows:

1835, Nov. 17, to requisition No. 4,476, on account fort Grand Terre, La. - - - -	$20,000 00
Dec. 21, to requisition No. 4,575, on account fort Grand Terre - - - - -	30,000 00
1836, Jan. 26, to requisition No. 4,728, on account Fort Columbus and Castle Williams - -	3,000 00
on account of fort at Throg's Neck - -	47,956 62

are not evidence of money had and received by the defendant to the use of the plaintiffs. Which instructions were, by the court, refused; and, as to the first instructions asked, for the following reasons: The court is of opinion that the defendant is charged by the declaration with moneys received by him whilst acting in the capacity of chief engineer; but the U. S. have not introduced any evidence save the two Treasury transcripts marked A. and B. to sustain the declaration; by these, it appears the sums claimed of defendant were placed in his hands, as chief engineer, in 1835, to be expended on the works at Grand Terre, in La.; about $30,000 of which has been retained. The balance due from the defendant when he was appointed chief engineer, was carried to his account at and after that date, became part thereof, and was afterwards extinguished, and he fully credited; that is, in 1838. The instruction asked must therefore be refused, because there is no subject matter growing out of the plaintiffs' evidence to which the instruction could apply if given.

To which opinion of the court, in refusing the said instructions, the said defendant, by his counsel, excepts, and prays the court to sign and seal this his bill of exceptions, and that the same may be made part of the record; which is done.

J. CATRON, [L. S.]
R. W. WELLS. [L. S.]

Bill of Exceptions, No. 3.

Bill of exceptions No. 3, filed as aforesaid, is in the words and figures following, to wit:

UNITED STATES }
vs.
CHARLES GRATIOT. }

Be it remembered that, on the trial of this cause, the defendant to sustain his plea of set-off, in the form in which it is pleaded and upon which issue is joined, offered in evidence to the jury, the depositions of witnesses, with the documents annexed to the same respectively, (which depositions, and documents are herein after set out,) for the purpose of proving, that he had rendered services to the United States, over and above the ordinary and regular duties of his office; and the value of such extra services, and the established usage and practice of the Government, in allowing to engineer, and other officers, their claims for extra compensation for like services; to the reading of which in evidence the district attorney on behalf of the United States, objected, alleging that the same was incompetent and irrelevant, and waived all objection to the regularity of the taking of said testimony, the same having been taken by the consent of parties; and it being admitted by the defendant, that the services rendered by him for the United States, which he intended to prove, by said depositions and documents, and for which he claimed extra compensation, were the same services for which he claimed an allowance, by the accounting officers of the Treasury Department, which claims had been presented and disallowed, as appears by the Treasury transcripts, given in evidence by the plaintiff, and made part of the first bill of exceptions. Which objection so made by the district attorney, was sustained by the court; and the court refused to admit the said evidence.

Which said depositions and documents, are in the words and figures following, to wit:

Defendant's interrogatories to deponents.

Interrogatories propounded by Charles Gratiot, to Alfred Mordecai, William A. Elliason, A. B. McClean, George W. Cullum, Frederick A. Smith, Wm. H. C. Bartlett, Benjamin Fowler, James C. Wilson, Richard Delafield, James R. Irvin, James Everleth, Andrew Talcott, and others. The depositions of which witnesses are to be read in evidence, by the consent of all parties in a certain suit, now instituted or about to be instituted, against said Gratiot, by the United States, in the circuit court of the United States, held for the State of Missouri, the same as if taken under the act of Congress, in such case made and provided, or in virtue of a regular commission issued from the court aforesaid in said case.

1. Do you know Charles Gratiot, and if so, how long have you known him, and in what capacity and stations have you known him; and have you served with him, and if so, in what capacity and how long? *State all you know connected with this matter.*

2. Were or were you not, with him during the time the services were rendered, as charged in the 3d item of his general account, disallowed by the accounting officers of the Government, now shewn you, and if so, were or not those services rendered by him, in manner and form as stated in said item of account, or were they rendered as stated in the reasons for disallowing said item? *State all you know upon this subject.*

3. Were you or not at Forts Monroe and Calhoun, at the time stated in said account, in the item charging the United States for money paid to Doctor Archer, for his professional services, to certain laborers employed by the United States, and did or not the said Doctor Archer, attend the said laborers as charged, and were not those laborers employed for the use and benefit of the United States, and by their authority; and was it not one of the terms of their contract of hire, that if sick, they were to be attended at the expense of the United States, and were not the services of said Doctor Archer, in attending said laborers at Fort Calhoun, distinct and apart from the services rendered at Fort Monroe or Old Point Comfort so called? *State all you know connected with this matter.*

4. Where were the head-quarters of General Gratiot whilst he was at the head of the engineer corps of the United States, and whilst commanding that corps, as brigadier general by brevet? State all you know connected with this interrogatory.

5. During the time General Gratiot was at the head of the engineer corps of the United States, did he or did he not, discharge and attend to all the various duties attached to his military command, in virtue of his station and commission at the head of the Engineer Department, and of all acts of Congress assigning to him any duties as military commander of that Department, at the same time, that he discharged the services required of him by the private regulations and directions of the War Department, relative to civil national works &c., distinct and extra of his military duties? And did or not General Gratiot, as far as your personal knowledge extends, in any instance neglect his duties, as head of the Military Engineer Department of the United States, and had you or not the best opportunities to judge of the same. *State all you know connected with this interrogatory, and in relation thereto.*

6. Were or were not the services imposed upon General Gratiot, in the superintendence, direction, &c., of the civil works of internal improvements, &c., of a national character, of a very laborous and responsible character? Did or did not these services occupy much of his time, and add greatly to his labours? If so, in what proportion to the services required of him, in the discharge of his military duties and as head of the engineer corps of the United States? *State every thing in relation to this interrogatory.*

7. Was or was not the correspondence of General Gratiot, in connection with those civil national works and improvements, greatly increased and very laborious, and was he or not very often compelled to take journeys to inspect the same, and to do other acts connected therewith, which were both laborious, fatiguing, and attended with much trouble, exposure &c.? *State all you know connected with this interrogatory.*

8. Were or were not all the books, accounts, &c., connected with said civil works, internal improvements, &c., under the supervision and keeping of General Gratiot, and was or was not General Gratiot responsible for the correct keeping of the same, and the faithful discharge of the duties of all those under him in connection therewith, and did or did not the same receive his great care and attention? Did or not these duties require of General Gratiot, much labor, great exertions, and personal anxiety? *State all and every thing connected with the subject matter of this interrogatory.*

9. Please to state any other matters or things, within your knowledge and recollection, which might be of service, in relation to the various matters embraced in the aforegoing interrogatories.

In virtue of the letter of the Solicitor of the Treasury, dated 19th February, 1839, and a notice to Francis S. Key, Esq., district attorney of the United States, for the district of Columbia, admitted by him, to be served on the 25th February, 1839, all of which are hereunto annexed, I, William Thompson, justice of the peace for the county of Washington, in the district of Columbia, proceeded upon this second day of March, 1839, at 11 o'clock A. M. at the office of the chief engineer of the United States corps of engineers, on the corner of Seventeenth street, W. and Pennsylvania Avenue, in Washington city, in said county, to take the depositions of the following witnesses, after having duly administered the proper oath.

Deposition of James R. Irvin.

James R. Irwin, being first sworn, deposeth and saith, in answer to the interrogatories propounded:

First. I know him, and have known him since the winter of 1825 and 1826, as chief engineer, in command of Forts Monroe, and Calhoun, in Hampton roads, and in charge of those two works whilst erecting, where he remained until he was placed at the head of the Engineer Department, in Washington city. I was an artillery officer, in the school of practice, at Fort Munroe, for two years and a half from the winter of 1825 and 1826, while General Gratiot was in charge of the aforesaid works.

Second. I am uninformed, as to the matters asked.

Third. Not being connected with the Engineer Department, I am uninformed as to the matters asked.

Fourth. At Washington city.

Fifth. I was stationed at Washington city, in the office of the

chief engineer, from February 1833, till May 1834. During that time he discharged, and attended to the various duties, attached to his military command, in virtue of his station and commission at the head of the Engineer Department, as well as in virtue of all acts of Congress, assigning him any duties as such, at the same time that he discharged the services required of him, by the private regulations and directions of the War Department, relative to civil national works of internal improvement &c., distinct from his military duties. So far as my knowledge extends, his duties as head of the Military Engineer Department, as well as in the management and conduct of the civil national works, were exactly and faithfully attended to. I never heard any complaints of neglect in either Department, but the contrary.

Sixth. The nature of those services must have added much labor and responsibility to his other duties. In the discharge of those duties, I accompanied him, in a tour of inspection along the national road, in June 1833 I think, as far west as Columbus, Ohio; and afterwards along the Lakes, in an inspection of the harbors in the course of construction, from Cleveland to Oswego, in New York. In consequence of the cholera, the inspection of the improvements on the western waters, was deferred until another time, which inspection, I understand, was subsequently made by him. While on duty in the office of the chief engineer, I had immediate charge of some intricate and perplexing claims, arising from the operations on the Cumberland road, which gave great trouble and labor to General Gratiot, as chief engineer, under whose charge these works were placed. To the latter part of the interrogatory, I can form no estimate.

Seventh. It was from the nature of the business, but to what extent I do not know. The other part of this interrogatory, I have answered before.

Eighth. My duties in the office did not enable me to know much of the matters asked in this interrogatory.

Ninth. I was only connected with the Engineer Department, during the period I have stated. I know nothing more than the general reputation of General Gratiot, as a meritorious and faithful officer, which is known to the country. I am yet in the service of the United States, as an artillery officer and assistant quartermaster.

March 4th, 1839. J. R. IRWIN.

James R. Irwin, cross-examined.

Questions to Capt. James R. Irwin, on behalf of the United States:

1st. While you were in the office of the chief engineer, or at any other time, did you ever understand from General Gratiot, or any one else, that for the services of a civil national character, &c., distinct from his military duties, which you state in your answer to

Mr. Brent's fifth interrogatory, to have been rendered by General Gratiot, he was to receive or expected to receive, or charged any compensation in addition to his regular salary as chief engineer? If aye, what?

2d. Do you or do you not know whether General Gratiot regarded the services, which you state to have been performed by him in your answer to Mr. Brent's 6th interrogatory, as services distinct from those required by his office as head of the engineer corps, and for which he expected to be allowed by the Government, and intended to charge a compensation in addition to his regular salary, as such head of the engineer corps? If you had any conversation on the subjects of the preceding questions, with General Gratiot, state it.

3d. Can you say, from your knowledge of the practice in the Engineer Department, whether or not the duties usually discharged by General Gratiot in his office, were discharged during his absence on the services mentioned in your answer to Mr. Brent's 6th question, by some clerk in the pay of the United States, or were they permitted to accumulate until his return, to be then performed by him? State your knowledge of the practice of the Department upon this subject.

4th. Do you know or believe, from the practice of the Department, that the reasonable expenses incurred by General Gratiot, upon the occasion you mention in your answer to Mr. Brent's 6th interrogatory, were paid by the United States?

5th. While on duty in the Engineer Department, did you ever render to the United States, any services of a civil national character? If aye, state whether you will not regard the allowance of additional pay for such services to General Gratiot, in the suit now pending against him, as an authority for you to demand and receive from the Government, an emolument therefor in addition to the pay you have received while in said Department.

Capt. Irwin, being cross-examined on the part of the United States, saith:

First. At that time I did not understand that he intended to charge, or expected to receive any compensation, in addition to his pay as an army officer.

Second. As to the first part of this interrogatory, the duties were unquestionable distinct, and were so regarded by General Gratiot. But as I have stated in answer to the first interrogatory, I did not understand that he expected at that time to receive any additional compensation for them. I had a conversation with General Gratiot since his dismissal from the army, in which he stated that even then he intended only to charge the amount originally in dispute betwixt himself and the United States, until he was advised by a friend, (not a legal one) that being harshly and injuriously dismissed from service and deprived of his salary, justice to himself and his family, required that he should exact what

the law would allow him; and that after reflection he determined to follow this advice.

Third. While I was on duty in the engineer office, it was customary to have an officer of the engineer corps in the office of the chief engineer, as his assistant. During the absence of the chief engineer, it was the practice of this assistant, to carry on both the civil and military operations of the Department, signing his communications "by order of the Chief Engineer," or "by order of General Gratiot, Chief Engineer."

Fourth. General Gratiot drew the ten cents a mile, allowed to all army officers while travelling under orders.

Fifth. As I have stated, I travelled with General Gratiot, on a tour of inspection along the Cumberland road and the Lakes, and had charge of some claims arising from transactions on that road. I am not lawyer enough to know whether General Gratiot's case can be made a precedent, but if under the law, I am entitled to additional pay for my civil services, I shall be very glad to take what it will give me.

J. R. IRWIN.

Examination in chief resumed.

1st. You say in your answer to the 1st interrogatory propounded by the United States, that you did not understand that General Gratiot was to receive any compensation in addition to his pay as an army officer, do you mean to say by that, that he was not, or that you understood that he was not, or that he was to perform the services alluded to without any compensation, &c.

(Mr. Addison, on behalf of the United States, excepts to the preceding question propounded by Mr. Brent, because Mr. Key had no notice of Mr. B's intention to put it agreeably to the terms agreed on by the Solicitor of the Treasury and Mr. Brent, and Mr. Brent insists that by said agreement, the United States were bound to have furnished General Gratiot, or his counsel, with the interrogatories propounded, which has not been done, and it is insisted, that as the United States has propounded the interrogatories only after the witnesses were sworn in chief, he has the right to propound other interrogatories, to call on witness to explain his answers to the interrogatories propounded by the United States.)

2d. Do you mean to say in your answer to the second interrogatory, that you understood in the conversation alluded to, that General Gratiot, did not conceive himself entitled to compensation for those distinct services; or do you or do you not, mean to say that General Gratiot said in that conversation, that notwithstanding he was or might be entitled to the compensation, he would not have charged for the same, had he not been dismissed from office, and not then had he not been advised by his friend, or to that effect?

(Mr. Addison, excepts to the preceding question and all others that may be put to Capt. Irwin, for the same reason he excepted to the first question, "*On the examination in chief continued.*")

First. I mean to say that I never heard the question of additional compensation for civil services mentioned by General Gratiot. He may have thought himself entitled to such compensation, but my impression is that he was performing these duties, without considering the question of compensation at all.

Second. In the conversation alluded to, General Gratiot stated, that having already presented one account to the Government, it was his intention to limit himself to that account alone. My impression is (from the conversation) that he intended to do this from a point of honor, although the idea of being entitled to pay for his civil services had presented itself.

Question by Mr. Addison on behalf of the United States, to Capt. Irwin:

In your answer to my second question, you state that the duties there alluded to, were regarded by Gen. Gratiot, as distinct from those that properly appertained to his office, do you mean to say that Gen. Gratiot ever told you he regarded them as distinct from the duties of his office, or do you intend to say that you believe he so considered them; and if so, upon what do you found your belief?

I do not know that General Gratiot ever told me he regarded the duties as distinct, but they were so clearly so, that no one could regard them in any other light. J. R. IRWIN.

Capt. Eliason.

William A. Eliason, having been duly sworn, saith:

First. I do know him, and have known him intimately since 1821; I have known him as major and lieut. colonel in the corps of engineers, superintending the construction of Forts Monroe and Calhoun, and commanding an engineer district, the extent of which I do not know; and as chief engineer, he superintended the construction of Forts Monroe and Calhoun, until he was promoted to the chief engineer-ship, when he took charge of the Engineer Department at Washington, from the year 1821 and I think 1820; I joined him as his assistant in 1820 or 1821, and continued under his command until the summer of 1825, as his assistant, at Forts Monroe and Calhoun, when I was placed in superintendence of Fort Macon in North Carolina, which was understood to be in his district. During this period Gen. Gratiot inspected the fortifications under construction in North Carolina.

Second. The time rendered for services of persons employed in the construction of Forts Monroe and Calhoun, were reported daily to General Gratiot's office, by the subordinate officers, where the record was made up by the clerk of the office from those reports, distinct records being kept for each fort. The pay-rolls were made up from these records. While the agents for fortifications continued, Major

Maurice was agent for those works, and the returns of time were rendered to him, from which he made the payments; after the suppression of the agents, the commanding engineer was directed to disburse the monies appropriated for the construction of Forts Monroe and Calhoun, which General Gratiot as commander of these forts, did, as long as I continued there under his command, to wit: the 13th Sept. 1825. I think it was in December 1822 or 1823, that Major Maurice became a defaulter, and General Gratiot commenced disbursing. From the period designated in the preceeding testimony, he disbursed all the monies appropriated for Forts Monroe and Calhoun, up to the 13th September, 1825, when my personal knowledge ceases. It seems by a record now handed to me in the engineer office, that the defalcation of Major Maurice, was ascertained the 8th November, 1821, and that General Gratiot was ordered, on that date to disburse the money.

Third. Dr. Archer was at Fort Monroe, during part of the time I was there, but I cannot say, whether as post surgeon, or as attending physician to the laborers. The United States by agreement, were bound to furnish medical, hospital service for the laborers employed, at the expense of the United States, the number of whom upon the two works frequently exceeded four hundred. The sickness among the laborers was frequently very extensive. I consider Old Point Comfort and Fort Monroe the same.

Fourth. His head-quarters was at Washington city.

Fifth. I had very good knowledge of the manner in which he discharged his military duties. I think he discharged them very faithfully. I know that he did direct the execution of works of internal improvement, from time to time, under the regulations of the War Department, during the time that he was at the head of the military bureau. I have no knowledge that he ever neglected his duties.

Sixth. From the nature of my duties, I am unable to say any thing in answer to this interrogatory.

Seventh. Same answer as to the sixth.

Eighth. Same answer as to the seventh and sixth.

Ninth. I can say nothing more than I have said, except that my impressions of General Gratiot as an officer, have been of the highest character. I am a captain in the corps of engineers of the United States. The office in which the books were kept, and the accounts settled for each of the works, was located at Fort Monroe, during the time that I continued under the command of General Gratiot as his assistant. WM. A. ELIASON.

W. A. Eliason, cross-examined.

Questions to Capt. Wm. A. Eliason, on behalf the United States:

1. Did you ever understand from Gen. Gratiot, or any one else, that for the services which he rendered in the execution of works of internal improvement, which you state he performed, in answer to Mr. Brent's 5th interrogatory, that he was to receive or expected

to receive, or charged any compensation, in addition to his salary as head of the engineer corps? If aye, what?

2. State whether if the right of officers, in the engineers corps, to receive compensation for directing and superintending works of internal improvement, of a civil national character, be decided in the present suit, it will not give you a claim upon the Government, for services already rendered, and will not probably increase the emoluments of your office for the future?

3. What is the distance of Fort Monroe, from Fort Calhoun?

William A. Eliason being cross-examined by the United States, in answer to the interrogatories, saith:

First. I never had any conversation with General Gratiot, directly or indirectly on the subject, but suppose that he did as any other officer would have done, expect the emoluments guaranteed by law; I know that he did expect compensation for disbursing all the monies which he did disburse. I do not recollect having had any conversation with General Gratiot, or any other person on the subject, other than compensation for disbursing public monies.

Second. It will not affect me in any manner, to any extent of emolument, that I should think of claiming, having only been employed in two cases of so trifling a nature, that I should not now think of making any claim. I answer to the concluding part of the interrogatory, that I know nothing about it.

Third. The distance between Forts Monroe and Calhoun, is between twenty-one and twenty-two hundred yards, in a direct line from the nearest points of each.

James Eveleth.

James Eveleth, having been duly sworn, saith:

First. I know him, and have known him from boyhood, a period of fourteen and fifteen years, first as a lieutenant colonel of the corps of U. S. engineers, and commanding officer of the works, (Fort Monroe and Fort Calhoun,) under construction in Hampton roads, and latterly as chief of the corps of United States engineers. I have served with him as clerk in the Engineer Department, since 1835, and previous to that time as clerk at Forts Monroe and Calhoun, from the 1st January, 1829, to the period at which he ceased his disbursments on account of those works, which was I believe on the 30th of September, of that year.

Second. I continued as clerk in the engineer office for those works, after General Gratiot ceased to disburse for them. Expenditures were made on account of the appropriations for repairs and contingencies of fortifications, in the construction of cisterns at Fort Monroe, but whether any were made on account of said appropriation, during the continuance of his disbursements in 1829, I am unable to say. I do not know that any disbursements on this account were made for objects appertaining to Fort Calhoun.

Third. I was from the 1st January, 1829, to the close of General

Gratiot's disbursing agency; during that time Dr. Archer was employed, to attend the sick laborers and other persons, in the service of the Engineer Department at those places, and did attend them. The laborers and other persons employed at Forts Monroe and Calhoun, were of course considered as employed by the authority of the United States, and their services were applied to the works under construction. It was my understanding, and I understood it to be that of every other person employed, as well as of the owners of slave laborers, that if sick, they were to be attended at the expense of the United States. My understanding of the terms upon which Dr. Archer was employed, was that he was to receive forty dollars per month, for his services in attending the persons employed by the Engineer Department, and inasmuch as he was liable to render professional services to those employed at Fort Calhoun as well as those at Fort Monroe, in making payment to him for those services, his compensation was equally divided between the two works. Where injuries were received at Fort Calhoun, which required the immediate attention of the surgeon, he gave such attention at that place, but in protracted cases, the patients were brought to the Fort Monroe hospital, in order that they might receive constant attention, which from the relative position of the two forts, might have been interrupted by tempest, as from the roughness of the waters separating them, all communication was at times cut off. It was the practice in the office, when the services of persons employed were common to both works, to charge one half of the compensation of such persons to each fort, in this way, the services of Mr. George O'Driscoll as draughtsman, as well as those of the surgeon were paid. While the disbursements were continued in the name of General Gratiot, he was considered the disbursing officer, and although not employed in the office until 1829, I knew him as the disbursing officer, and I believe the only disbursing officer for those forts, for three or four years previous to that time.

Fourth. At Washington city.

Fifth. From the time of my employment in the Engineer Department, in 1835, to the expiration of General Gratiot's service as its chief, he performed all the duties required of him, to the best of my knowledge and belief, and I have never understood otherwise than that they were performed to the entire satisfaction of the Government. My opportunities of judging of the manner in which he performed his duties, were such as my office of clerk afforded me.

Sixth. The duties of General Gratiot, growing out of the works of improvement, the construction of which had been committed to the department, were arduous. They occupied a considerable portion of his time, and added to the labor of directing the works of fortification considerably, but in what proportion I am unable to say. Col. Fowler, the chief clerk, whose duty it is to file all the correspondence relating to the works of the department, is better informed on this subject.

Seventh. The correspondence of the department was greater on account of these works than it would have been if their construction had not been committed to it. General Gratiot occasionally performed tours of inspection of the works civil and military, as I have always understood, by order of, or with the concurrence and assent of the War Department.

Eighth. The books, accounts, &c., connected with the works of internal improvement, as well as all other records of the department, were kept under the supervision of the chief engineer, and received his care and attention.

Ninth. My answer to this interrogatory is embraced in the foregoing.

James Eveleth, cross-examined.

Questions to James Eveleth, Esq., on behalf of the United States:

1st. Was Doctor Archer a surgeon in the army of the United States? If aye, where was he stationed at the time he rendered the services mentioned in your answer to Mr. Brent's third interrogatory?

2d. Can you ascertain, from the books in your office, the compensation, additional to his regular salary as surgeon or assistant surgeon, which General Gratiot was authorised to make to Doctor Archer? If you can, state what that compensation was.

3d. Do you mean to say, in your answer to Mr. Brent's third interrogatory, that Dr. Archer was *to* receive, according to agreement with Gen. Gratiot, forty dollars per month for Fort Monroe, and forty dollars per month for Fort Calhoun also; or, do you mean that Dr. Archer was to receive twenty dollars for each fort?

4th. How long was Gen. Gratiot disbursing for Fort Monroe after he left that place, and while he was at the head of the engineer corps?

5th. You say, in your answer to Mr. Brent's third question, that although you were not employed in the office of Gen. Gratiot, at Fort Monroe, until 1829, yet you know that, for three or four years prior to that time, he was the disbursing officer for that place. How do you know it? of your own knowledge, or from hearsay?

6th. From the practice of the department, can you say whether or not Gen. Gratiot's reasonable travelling expenses, while on the tours you mention in your answer to Mr. Brent's 7th interrogatory, were paid by the Government? and, if you can, state whether or not they were?

7th. Did you ever learn from Gen. Gratiot, or any other source, that for works of civil national internal improvement, assigned to the head of the engineer corps by acts of Congress or regulations of the departments, that he did not regard his salary, as head of the engineer department, as the only compensation he was to receive therefor, or that he expected to receive any additional sum therefor?

Cross-examined by Mr. Addison, in behalf of the United States:

First. Dr. Archer was a surgeon or assistant surgeon of the United States, and was stationed at Fort Monroe.

Second. It appears by a letter from the Engineer Department, dated September, 1825, that General Gratiot was authorised to make an allowance of $20 per month for his services.

Cross-examination continued.

Question by Mr. Addison:

In an answer to a previous question you say that Dr. Archer was a surgeon or assistant surgeon in the army of the United States. Does it not appear, from the records in your office, that the $20 allowed to Dr. Archer was in addition to some other pay he was then receiving? If so, state what pay that was which you suppose the $20 was an addition to.

Answer. It appears, by the letter above referred to, that the additional compensation of $20 per month was an allowance which had been made to other surgeons while performing extra service of a similar nature, and which I suppose was in addition to his pay in the army.

Third. I have not said, and did not mean to say, that Dr. Archer was to receive forty dollars per month for each fort. While at Fort Monroe, I understood that Dr. Archer's services were engaged for the persons employed at both works, for $40 per month; and that he was employed because a competent citizen surgeon could not be engaged at so cheap a rate. As I before stated, it was the practice where the services of persons were common to both works, to charge one half of their compensation to each work; and, under this practice, services were rendered for Fort Calhoun, at Fort Monroe, by persons who never performed a day's service at Fort Calhoun, although they received one half of their compensation from the appropriation for that work.

Fourth. From the time of his promotion as chief engineer, until 30th September, 1829, I believe.

Fifth. My brother was the principal clerk in General Gratiot's office, and I frequently saw accounts paid by him as agent, or as acting agent, of fortifications; and have seen General Gratiot (then colonel) making payments in his office, to mechanics and others employed on the works.

Sixth. Officers of the army, while travelling on duty, receive a certain sum per mile. In General Gratiot's case, I believe, the allowance is 10 cents per mile. I have made out his transportation accounts, but whether he ever received payment for them I am not informed.

Seventh. I understood from General Gratiot that he intended to charge for his services in conducting the civil works of improvement committed to the Engineer Department, a sum equal to that

paid to certain civil engineers in the employment of the Government.

Question by Mr. Addison:

When did you understand from Gen. Gratiot that he intended to charge the United States the sum mentioned in your last answer? Before his removal from office, or after?

Answer. After his removal from office.

JAMES EVELETH.

Questions to James Eveleth, on re-examination, by the U. States.

1st. Please state where Forts Monroe and Calhoun are situated—their relative position, and their object.

2d. Do you, or do you not, regard the said two forts as constituting, together, one fortification—as branches of one fortification, having one common object?

3d. Would the defence of the harbor and the naval depot at Norfolk, be perfect if there were but one of those forts? And does not the safety of said depot and harbor depend upon both of said forts, to such a degree that the one fort without the other would be almost, if not quite, useless?

4th. What, then, was the intention of the two forts, if one was adequate to the defence?

Answers of James Eveleth, on re-examination.

I answer to the first interrogatory, that Fort Monroe and Fort Calhoun are situated at the entrance into Hampton roads from the Chesapeake bay; the first named stands on Old Point Comfort, and the second on the Rip Rap shoals, so called. They are both in the State of Virginia. Their object is the defence of the naval depot, at or near Norfolk, and of the harbor of Hampton roads.

I answer to the second interrogatory, that I do not regard these two forts as constituting together one fortification. They have, as I have said, a common object, but are apart from each other, nearly or perhaps more than a mile; they were appropriated for, by Congress, separately; the accounts for expenditures were separately kept; and, in fact, the operations at each were kept as separately and distinctly as they could have been if they had been in different sections of the country.

To the third interrogatory, I answer that I am not an engineer, or skilled in the art or science of war, but am of opinion that either of the forts, if finished according to the plan of each, would render a passage of a vessel or vessels of war in Hampton roads, from the Chesapeake, entirely impracticable; for this reason I do not consider the safety of the naval depot and harbor referred to in the first interrogatory dependent upon both works, nor do I believe the efficiency of one at all dependent upon the other.

To the fourth interrogatory, I answer as in the first part of my

response to the third. I presume the intention was to render assurance doubly sure. What the views of the officers were who devised the forts, I do not know.

JAMES EVELETH.

A. B. McClean, answers to defendant's interrogatories.

Andrew B. McClean, being duly sworn, deposeth and saith:—

First. I have known Charles Gratiot since May 1819, have known him as lieutenant colonel of engineer corps, also as colonel and brevet brigadier general, in command of the United States corps of engineers. I have served with or under him at Forts Monroe and Calhoun, having the supervision of two or three branches of mechanics, sometimes at one place and sometimes at the other. I served with or under him, greater part of the time from May 1819, to the time he was appointed chief engineer.

Second. I was with said Gratiot as above stated, greater part of the time from May 1819, to the time he went to the seat of Government as chief engineer; during that time said Gratiot's office as disbursing agent was at Fort Monroe, though payments were made at both places, Forts Monroe and Calhoun, and all receipts for payments made were as having received from said Gratiot.

Third. I was. He did. The laborers, mechanics, and others, attended by said Archer, were employed on the public works, Forts Monroe and Calhoun.

It was always understood to be one of the conditions, by which mechanics, laborers, and others were employed, that medical attendance was to be furnished by the United States, as a part of their allowance or compensation, so it was always understood by me while so employed, by the United States, under the said Gratiot. I recollect that Drs. Ward, Tyler and Martin, citizens, were employed to attend professionally, the persons employed at the above forts, at much higher rates of pay than was paid to said Archer. The services of said Archer, were often called at Fort Calhoun, where he was required to go, though in cases generally the patients were brought to Fort Monroe, where they could be more readily attended to. The compensation of $40 per month to Archer, I think reasonable, inasmuch as Martin, employed before Archer, received $60 per month.

Fourth. It was generally understood, that the head-quarters of said Gratiot, as chief engineer or brevet brigadeir general, was at the seat of Government; letters I have received from him were so headed.

Fifth. I have never heard any thing to the contrary, but always was of the opinion that Gratiot discharged his duties as chief engineer with satisfaction to the Government.

Sixth. They were of a laborious and responsible character, and I have often heard him, said Gratiot, say it required considerable of his time.

Seventh. I have known said Gratiot to take long, tedious journies, inspecting said work of internal improvements.

Eighth. It was so understood by me, that said Gratiot was responsible for all the duties connected with the said works of internal improvements, and certainly for the correctness of the accounts and books kept for that purpose.

Ninth. I have been told in conversation with said Gratiot, that he intended to charge the same compensation for superintending said works of internal improvements, as was paid civil agents who had attended to that duty. The payments were made for services rendered by mechanics, laborers, and others, by said Gratiot, in notes and silver, brought from Norfolk, Virginia, for that purpose, generally about the commencement of the month.

Questions to A. B. McClean, cross-examined.

Questions to Andrew B. McLain, on behalf of the United States:

1st. In your answer to Col. Brent's second interrogatory you state, that payments were made at both places (to wit: at Forts Monroe and Calhoun,) do you mean that payments were actually made at both places, or made at his office at Fort Monroe, on account of both places?

2d. In your answer to Mr. Brent's third question, you say that you consider the allowance of $40 per month to Dr. Archer, reasonable, because $60 per month was allowed to Doctor Martin, his predecessor. Was Dr. Martin a resident at Forts Monroe and Calhoun, engaged in other business besides attending to the laborers, then employed in his professional capacity, or did he remove to Forts Monroe and Calhoun, for the express purpose of attending said labourers?

3d. Question. In your answer to my last question, you state that Doctor Martin was appointed a surgeon, or assistant surgeon in the army. Was he in the receipt of the said $60 per month while in the army, or before his appointment?

4th. Question. In your answer to Mr. Brent's ninth interrogatory you state, that in a conversation with General Gratiot, he intended to charge the same compensation for superintending works of internal improvement not of a military character, that was allowed to civil agents who had attended to that duty. Was this conversation with General Gratiot, after his dismissal from office or before?

Answers on cross-examination.

Cross-examined on behalf of the United States:

1st. They were actually made at both places. The mechanics and laborers were paid at Fort Calhoun in many cases, as also at Fort Monroe.

Second. Dr. Martin was exclusively employed, to attend the mechanics and laborers, at Forts Monroe and Calhoun, had little or

no other practice, and moved from Norfolk to Fort Monroe for the purpose of attending the mechanics and others; was appointed in the army as surgeon or assistant surgeon, then he left Fort Monroe for Georgia.

Third. His $60 per month as attending mechanics and laborers, ceased when appointed in the army. He left for Georgia, immediately after he was appointed.

Fourth. This conversation was soon after he was dismissed from the service of the United States.

A. B. McCLEAN.

B. Fowler, answers to defendant's interrogatories.

Benjamin Fowler, being duly sworn, deposeth and saith in answer to the interrogatories:

First. I have known General Gratiot since the summer or fall of 1828, at which time he assumed the duties of chief engineer at Washington, during which period I have acted as chief clerk in the office of chief engineer.

Second. I was not with and know nothing of the matter in question.

Third. I know nothing of the matter in question.

Fourth. The head-quarters of General Gratiot whilst he was at the head of the engineer corps of the United States, was at Washington, in the District of Columbia.

Fifth. So far as my knowledge and observation extend, General Gratiot, during the time he was at the head of the engineer corps of the United States, did discharge and attend to all the various duties attached to his military command, in virtue of his station and commission at the head of the Engineer Department, and of all acts of Congress assigning to him duties as military commander of that department, at the same time that he discharged the services required of him by the private regulations, and directions of the War Department, relative to civil national works; and so far as my personal knowledge extends, General Gratiot did not in any instance neglect his duties, as head of the Military Engineer Department of the United States, of which from my situation, as before stated, I believe I had the best opportunities to judge.

Sixth. The services imposed upon, or required of General Gratiot, in the superintendence, direction, &c., of the civil works of internal improvement &c., of a national character, were in my opinion of a highly responsible character; and that they necessarily occupied much of his time, and greatly added to his duties as head of the engineer corps of the United States, as will appear by a comparative statement of the correspondence, &c., of the office, hereunto annexed, marked A. and signed by me.

Seventh. The correspondence of General Gratiot, in connection with the civil national works and improvements, was greatly increased, as will appear by reference to the statement referred to, in

answer to the 6th interrogatory, and by annual or frequent journies of inspection, to the works in progress, and from the fact that the vouchers of agents for disbursements rendered quarterly, and for which civil works far exceeds those for military works, were examined and approved by him or under his direction, before they were transmitted to the accounting officer of the Treasury; and in consequence of frequent and numerous calls from Congress, for reports and information, in connection with objects of internal improvement, his duties were arduous and laborious.

Eighth. Books, accounts, &c., connected with the civil works, internal improvements, &c., were kept in the office under the supervision of General Gratiot, and he was of course as head of the department, responsible for the correct keeping of the same, and the faithful discharge of the duties of all those under him in connection therewith, and received his proper care and attention; further as regards this interrogatory, I know not.

Ninth. The foregoing contain all the information I am able to give in answer to this interrogatory.

Cross-examined questions.

Mr. Benjamin Fowler, cross-examined on the part of the United States:

1st. From the nature of your office, you must have had almost constant intercourse with General Gratiot, while he was at the head of the engineer corps. In all your intercourse with him before his removal from office, or since, did you ever understand from him or any one else, that it was his purpose to charge the Government, any thing in addition to his regular salary, and perquisites of office, for the services which he rendered the United States, on civil national works?

2nd. Did you ever have any conversation with General Gratiot, upon the subject mentioned in my first question? If aye, what, and when?

Answers.

The answers of Mr. Benjamin Fowler, to questions propounded to him on behalf the United States:

1st. Since General Gratiot left the office, I have understood from himself and others, that he intended to *charge* the United States for superintending civil works, committed to the Engineer Department.

2d. In conversation with General Gratiot in the street, I understood him to say that he intended charging, or claiming from the Government, compensation for superintending civil works, this since he left the office.

Question by Mr. Addison:

In your answer to my first question, you state that since General Gratiot left the office, you understood from himself and others, that

he intended to charge the United States for superintending civil works committed to the Engineer Department. Did you ever understand this before he left the office?

Answer. I do not recollect that I ever did hear it before he left the office.

Examination on part of General Gratiot renewed by W. Brent, in explanation of answer to United States interrogatory:

1st. You say in your answer to the last interrogatory, you never did hear before General Gratiot left the office, that he intended to charge for his services alluded to; was or was not General Gratiot in the habit of telling you about his private concerns in that respect, and what he did or did not, intend to charge? Please to explain.

Answer. He was not. BENJAMIN FOWLER.

It was objected on the part of the United States to the proposition of the last question by Mr. Brent, because the United States attorney had not notice thereof.

WM. MEADE ADDISION,
for the United States.

Annexed statement marked A., referred to in answer to defendant's sixth interrogatory, is as follows, to wit:

A.

Statement compiled from the files and records of the Engineer Department, with as much exactness as the nature of the several items would admit of, shewing comparatively, the extent of business in said department, for the years stated.

What year.	Letters and papers rec'd and filed.	Pages of record in letter books.	Appropriations to be disbursed under the Engineer Department.			No. of works in progress.	
			Fortifications & Mil. Acd'y.	Internal Improvements.	Miscellaneous.	Fortifications.	Internal Imp'ts.
1820		155					
1821		184	302,000 00			6	
1822	3201	287	383,979 00			7	
1823		319	520,000 00	150 00		7	1
1824		457	667,500 00	145,000 00		9	3
1825	2169	651	794,472 00	197,279 00		12	4
1826	1564	850	849,530 00	286,253 90		12	16
1827	1653	655	532,193 00	374,676 45		12	25
1828	1641	709	751,734 58	611,497 98		15	37
1829	2099	822	955,580 86	600,950 25		16	51
1830	2014	791	918,993 78	482,523 48	600 00	16	52
1831	1915	676	748,750 00	724,482 44		18	46
1832	1959	840	676,639 00	906,586 43		19	51
1833	2133	938	861,165 00	644,553 30		21	57
1834	2208	1153	913,306 25	1,327,883 00	1,600 00	20	59
1835	2247	1199	25,589 00	1,247,128 00	750 00	19	57
1836	2411	1399	2,009,596 43	1,603,384 83	30,290 50	21	89
1837	2506	1470	71,466 94	1,617,101 63	217,029 00	20	89
1838	2275	1027	1,089,907 19	1,655,758 37		17	89

BENJ. FOWLER,
Washington, 6th March, 1839.

pensation in addition to his regular salary and perquisites of office as chief engineer, if aye, what?

4th. Do you or do you not know, whether Gen. Gratiot regarded the services which you state to have been performed by him, in your answers to Mr. Brent's 6th, 7th and 8th questions, as services distinct from those that properly appertained to his office, and for which he expected to be allowed by the Government, and intended to charge a compensation, in addition to his regular salary and perquisites of office, as such head of the engineer corps?

5th. While in the United States engineer corps, did you ever render to the United States, any services of a civil national character, similar to the services rendered by Gen. Gratiot, as you state in your answer to Mr. Brent's 6th, 7th, and 8th interrogatories? If aye, state whether you will not regard the allowance of additional pay for such services to Gen. Gratiot, in the suit now pending against him, as an authority for you to demand and receive from the Government, an emolument therefor, in addition to the pay you have already received.

6th. If the allowance be made to Gen. Gratiot for the services designated in my 5th interrogatory to you, and the principle be settled in the pending suit, that for such services, the party rendering them has a claim on the Government for pay, in addition to his regular salary and perquisites of office, will not your future pay as an officer in the corps of engineers, be probably much increased, as also the pay of the whole corps?

7th. Please state what rank you now hold in the corps of engineers, if you are in that corps.

Answers to interrogatories by United States.

In answer to the first interrogatory. Forts Monroe and Calhoun are situated one on each side of the entrance to Hampton roads, in Virginia, about one mile apart. Fort Calhoun is on an artificial island, the nearest land being that on which Fort Monroe stands.

Second interrogatory. The two forts cannot be considered as one fortification, although they constitute parts of one scheme. It may not be irrevelant to state, that there are many situations in the defence of the sea coast, where extensive fortifications are placed in similar relations, and at even smaller distances apart than these two forts, but this is the only case I now remember where two such works have been in progress of construction at the same time.

Third interrogatory. I never understood from Gen. Gratiot at any time or from any one else, whilst I was in the engineer corps, that he intended to charge, or expected to receive any compensation in addition to his regular pay as chief engineer.

Fourth interrogatory. The answer to the first part of this question, seems to be implied in the preceding. I do not know, but I do not believe that Gen. Gratiot regarded the services referred to in this interrogatory, as distinct from those that properly appertained to his office. I am clearly of opinion, from the tenor of

conversations with Gen. Gratiot, since his dismissal from the service, that but for the injury which he conceived to have been done him by the course pursued in his dismissal, no claim for damages in this form, would have been presented by him.

Fifth interrogatory. As far as I can now recollect, I was never employed on any civil works of internal improvement on account of the United States.

Sixth interrogatory. As I am no longer attached to the corps of engineers, the question does not seem to apply to me.

Seventh interrogatory. I am not in the corps of engineers.

A. MORDECAI,
Capt. Ordnance Dept.

F. A Smith's answers to defendant's interrogatories.

Frederick A. Smith, having been first sworn, says, in answer to the interrogatories propounded, as follows:

To the first. I do know Charles Gratiot; I have known him personally since the month of August eighteen hundred and thirty-seven, as colonel of the corps of engineers in the service of the U. States; brevet brigadier general and chief engineer; having served with him as his assistant in the engineer office, at Washington, from the above date of August 1837, to the time of his dismissal from office. I was also presented to him while I was a cadet at the military academy, some time between June 1829 and June 1830, he being then on a visit of inspection of said academy, as chief engineer; this was the only time I saw him till August 1837.

To the second and third. I never was at Fort Monroe or Calhoun, and consequently know nothing of what occurred there.

To the fourth. The head-quarters of Gen. Gratiot, while at the head of the United States corps of engineers, were at the city of Washington, District of Columbia.

To the fifth. So far as my observation extended, Gen. Gratiot, during the time he was at the head of the United States corps of engineers, did discharge and attend to all the various duties attached to his military command, in virtue of his station and commission at the head of the Engineer Department, and of all acts of Congress assigning to him any duties, as military commander of that department; this at the same time that he discharged the services required of him, by regulations and directions of the War Department relative to civil national works. And in no instance to my knowledge, did Gen. Gratiot neglect his duties as head of the Military Engineer Department of the United States. I have had the best opportunities to judge of the same.

To the sixth. The services imposed upon Gen. Gratiot, in the superintendence, direction, &c., of the civil works of a national character, were of a very laborious and responsible character. They occupied much of his time, and added greatly to his other labors. I should say that the labor growing out of them was at least three times as great as what his military duties proper, required.

To the seventh. The correspondeuce of Gen. Gratiot in connection with these civil national works and improvements, formed a part of the labor referred to in the preceding answer, and was very laborious. I consider that it was his duty to inspect when necessary, the works, both civil and military, under his charge, and in consequence to take journeys for the purpose: they might have been laborious, fatiguing, and attended with much trouble and expense, but would not of necessity be so. The only journey of inspection made by Gen. Gratiot to my own personal knowledge, was one from the city of Washington, D. C., to Philadelphia, sometime I think in September, 1837. All officers of the army, when travelling on duty, receive an allowance for the transportation of their baggage.

To the eighth. All the books and accounts connected with the national civil works under the Engineer Department, were under the supervision of Gen. Gratiot, and he was held responsible for their correct keeping, and the faithful discharge of the duties of all those under him in connection therewith, and these books and accounts received from him, great care and attention. They required of him much labor, and were the cause of much personal anxiety.

Questions on cross-examination.

Frederick A. Smith, cross-examined on behalf of the United States:

1st. Did you ever understand, from Gen. Gratiot or any one else, that for the services of a civil national character, which you state in your answer to Mr. Brent's fifth interrogatory, to have been rendered by Gen. Gratiot, that he was to receive or expected to receive, or charged or intended to charge any compensation in addition to his regular salary as chief engineer, if aye, what?

2d. Do you or do you not know, whether Gen. Gratiot regarded the services which you state to have been performed by him, in your answers to Mr. Brent's 6th, 7th, and 8th interrogatories, as services distinct from those that properly appertained to his office, and for which he expected to be allowed by the Government, and intended to charge a compensation in addition to his regular pay? If you have had any conversation with Gen. Gratiot, upon the subjects of the preceding questions, please state what it was.

3d. Have you ever rendered to the United States, in addition to the military duties attached to your office as an engineer in the U. States service, any services of a civil national character? If aye, state whether you will not regard the allowance of additional pay for services of a similar nature to Gen. Gratiot in the present suit, as an authority for you to demand and receive from the Government an emolument therefor, in addition to the pay you have already received.

4th. If it be established in the suit now pending against Gen. Gratiot, that he is entitled to receive additional compensation for

services connected with works of civil internal improvement, will not the establishment of that principle, probably increase your pay?

5th. Are you in the army, and what is your rank?

6th. In your answer to Mr. Brent's 7th interrogatory, you state that all officers of the army when travelling on duty, receive an allowance for the transportation of their baggage. Please state whether they do not receive an allowance for other expenses besides those of transportation of their baggage, and if so, whether or not the said allowance is not considered sufficient to cover all reasonable expenses.

Frederick A. Smith, cross-examined on behalf of the United States, says:

To the first interrogatory. I never understood from Gen. Gratiot or any one else, that for the services of a civil national character, which I state in my answer to the fifth interrogatory of Mr. Brent, to have been rendered by Gen. Gratiot, that he was to receive or expected to receive, or charged or intended to charge, any compensation in addition to his regular salary as chief engineer, nor do I remember that he ever expressed a contrary expectation or intention.

To the second. I have had conversations with Gen. Gratiot on the subject of the civil national works in charge of the Engineer Department, in which he has expressed the opinion, that the charge of these works was one that properly belonged to that department, as many of them were important in a military point of view.

To the third. I have rendered to the United States, in place of any military duty proper, for the time I was so employed in my capacity of an officer of engineers, services of the civil national character referred to in the preceding interrogatories, having been for a time, in charge of the Delaware breakwater. I should not consider the allowance of a claim for additional pay by Gen. Gratiot as warranting any claim of my own, as, during the period I was employed upon a civil work, my military duties proper, were suspended.

To the fourth. If it be established that Gen. Gratiot is entitled to receive compensation, in addition to his pay and emoluments as an officer, for services connected with works of civil internal improvement, and the general principle be also established to apply to officers of the corps of engineers, it will as a matter of course, increase their pay in some instances; my own at present it will not.

To the fifth. I am a captain in the United States corps of engineers.

To the sixth. I am aware of no allowance to officers when travelling on duty, except when ordered on courts martial, other than that for the transportation of baggage, which is now at the rate of 10 cents per mile for all officers, or, if they prefer it, "the actual cost of their transportation." It was formerly greater, and varied with the rank. The present commutation will, in general, so far as my experience goes, cover the actual cost of transportation; but

very frequently the journies of the officers of the army are a source of unavoidable expense.

FRED. A. SMITH, *Capt. of Engineers.*

G. W. Cullum, in answer to defendant's interrogatories.

George W. Cullum, having been duly sworn, says, in answer to the interrogatories propounded, as follows:

To the first. I do know Charles Gratiot; I have known him personally since the month of November, 1834, as colonel of the corps of engineers in the service of the United States, brevet brigadier general and chief engineer; having served with him as his assistant in the engineer office at Washington, from the above date, of November, 1834, to the 25th July, 1836; since which time I have only seen him on visits which I have made to the city of Washington. I was first presented to him while I was a cadet at the military academy, some time between June, 1829, and June, 1830; he being then on a visit of inspection of said academy, as chief engineer; and once that I saw him, in 1833 or 1834, at Newport, R. I., were the only occasions on which I met him, till Nov. 1834.

To the second and third. I never was at Forts Monroe and Calhoun, and consequently know nothing of what occurred there.

To the fourth. The head-quarters of Gen. Gratiot, while at the head of the U. S. corps of engineers, were at the city of Washington, D. C.

To the fifth. So far as my observation extended, Gen. Gratiot, during the time he was at the head of the U. S. corps of engineers, did discharge and attend to all the various duties attached to his military command in virtue of his station and commission at the head of the Engineer Department, and all acts of Congress assigning to him any duties as military commander of that department; this, at the same time that he discharged the services required of him by the regulations and directions of the War Department relative to civil national works; and in no instance, to my knowledge, did Gen. Gratiot neglect his duties as head of the Military Engineer Department of the United States. I have had the best opportunities to judge of the same.

To the sixth. The services imposed upon Gen. Gratiot, in the superintendence, direction, &c., of the civil works of a national character, were of a very laborious and responsible character. These services occupied much of his time, and added greatly to his labors. I should say that the labor they required was at least three times as great as his military duties proper.

To the seventh. The correspondence of Gen. Gratiot, in connection with these civil national works and improvements, formed a part of the labor referred to in the preceding answer, and was very laborious. I consider that it was his duty to inspect, when necessary, the works, both civil and military, under his charge, and, in consequence, to make journeys for the purpose; they might

have been laborious, fatiguing, and attended with much trouble and expense. During the time I was his assistant, Gen. Gratiot made at least one tour of inspection a year to a portion of the public works under charge of the Engineer Department.

To the eighth. All the books and accounts connected with the national civil works under the Engineer Department, were under the supervision of Gen. Gratiot, and he was held responsible for their correct keeping, and the faithful discharge of the duties of all those under him in connection therewith; and these books and accounts received from him great care and attention. They required of him much labor, and were the cause of much personal anxiety.

Interrogatories on cross-examination.

George W. Cullum, cross-examined on behalf of the United States:

1st. Did you ever understand from Gen. Gratiot, or any one else, that for the services of a civil national character which you state, in your answer to Mr. Brent's fifth interrogatory, to have been rendered by Gen. Gratiot, he was to receive, or expected to receive, or charged, or intended to charge any compensation, in addition to his regular salary as chief engineer? If aye, what?

2d. Do you or do you not know whether Gen. Gratiot regarded the services which you state to have been performed by him, in your answer to Mr. Brent's 6th, 7th, and 8th interrogatories, as services distinct from those that properly appertained to his office, and for which he expected to be allowed by the Government, and intended to charge a compensation in addition to his regular pay? If you have had any conversation with Gen. Gratiot upon the subjects of the preceding questions, please state what it was.

3d. Have you ever rendered to the United States, in addition to the military duties attached to your office as an engineer in the U. States service, any services of a civil national character? If aye, state whether you will not regard the allowance of additional pay for services of a similar nature, to Gen. Gratiot, in the present suit, as an authority for you to demand and receive from the Government an emolument therefor, in addition to the pay you have already received.

4th. If it be established, in the suit now pending against General Gratiot, that he is entitled to receive additional compensation for services connected with works of civil internal improvement, will not the establishment of that principle probably increase your pay?

5th. Are you in the army; and what is your rank?

Answers to interrogatories of the United States.

To the first interrogatory, I make the same reply as made by Frederick A. Smith to the same interrogatory.

To the second. I cannot state positively that I have ever heard Gen. Gratiot express an opinion as to whether the charge of the civil national works devolved legally on the Engineer Department; but I know that he considered it expedient for the Government and corps of engineers that their superintendence should be under engineer officers.

To the third. I have rendered to the United States, in addition to my military duties as an officer of engineers, services of a civil national character, referred to in the preceding interrogatories; having been for a time in charge of the removal of the light house at Gov. Island, Newport harbor, R. I. I should consider the allowance of the claim for additional pay, by General Gratiot, as warranting a claim of my own; as, during the period I had charge of the removal of the light house at *Goat* Island, I was also acting in my military capacity as assistant to Colonel Jos. G. Totten, of the corps of engineers, at Fort Adams, Newport, R. I.

To the fourth. I make the same answer as made by Frederick A. Smith to this interrogatory.

To the fifth. I am a captain in the U. S. corps of engineers.

GEO. W. CULLUM,
Capt. U. S. Engineers.

J. C. Wilson's answers to defendant's interrogatories.

James C. Wilson, being first sworn, deposeth and saith, in answer to the interrogatories propounded, as follows:

To the 1st. I have known Gen. C. Gratiot since 1828, as chief engineer, and while he was stationed as such in Washington, and served under him as clerk during that period, until ——; he was attentive, laborious, and indefatigable in his public duties; early at the office, and late in leaving the same.

To the 2d. I was not.

To the 3d. I know nothing, not having served with him except in this city.

To the 4th. I reply, he was a resident of Washington, it being the head-quarters of the chief engineer.

To the 5th. I answer, I believe Gen. Gratiot attended to all his military duties, as head of the corps, as also all that was assigned him by acts of Congress, or the War Department, in relation to internal improvements, such as roads, rivers, harbors, &c., as he was a most industrious officer, with the reputation of being one of the most attentive under the Government; and, having an opportunity to judge, have frequently so said. He was always ready, prompt, decisive, and untiring. I never heard a whisper; but on the contrary it was frequently remarked for his attention to all his duties. He never did, to my knowledge or belief, neglect any duty, civil or military.

To the 6th. I answer, Gen. Gratiot's services, as superintending and giving directions in relation to civil works, were laborious and

responsible, as the appropriations will show. It did occupy much of his time; much more than his military; as the numerous agents under him, in comparison to his command of engineers, will shew. I should say they occupied two-thirds of his time.

To the 7th. I answer, his correspondence was laborious. He took a tour of inspection, to the best of my knowledge, every year. I recollect distinctly one to the roads in the west, and another to the harbors on the northern lakes.

To the 8th. I answer, all the books, papers, accounts, letters, were under the control, supervision, and keeping of Gen. Gratiot, and that he was the responsible person to the Government, and required labor, exertion, and consequently anxiety, and to the best of my knowledge he was always faithful to his trust.

Cross-examination of J. C. Wilson by the United States.

Mr. Wilson cross-examined on behalf of the United States:

1st. In your answer to Mr. Brent's 7th question you state that Gen. Gratiot took a tour of inspection every year. For what purpose was this tour made? always to inspect civil works? or military as well as civil? Was he, or not, allowed his reasonable travelling expenses incurred in these journeys? and in his absence on business of a civil nature, was the current business of his office, which he was in the habit of performing while here, allowed to accumulate till his return, or was some one employed at the expense of the United States, invested with the said duties till his return? Please also state at what season of the year these journeys were generally made.

Answer. In answer to the question by the United States, I answer, it was, to the best of my information, to inspect civil and military. He was allowed, I presume, his mileage; in some cases I know he was. During his absence the business of his office was attended to as usual, either by his assistant or the Secretary of War. His tours of inspection were made in the summer season.

All exceptions to the legality of the interrogatories propounded and to the evidence, reserved.

W. L. BRENT, *for* C. GRATIOT.
WM. MEADE ADDISON, *for*
F. S. KEY, *U. S. Att'y, D. C.*

J. C. Wilson re-examined.

Interrogatories to Mr. Jas. C. Wilson, on the part of the United States:

1. In discharging the duties mentioned by you in your answers to the interrogatories on the part of Gen. Gratiot, by him, in relation to the subjects of internal improvements, was he or was he not assisted in all such duties by the clerks and persons employed in his

office, in the same way that he was assisted by them in all the other duties in the Engineer Department?

Answer. He was.

2. If these duties performed by Gen. Gratiot, in relation to the subjects of internal improvement, were distinct and separate duties, extra of his duty as the head of the Engineer Department, in the matters properly belonging to it, were they not also distinct and separate, and extra, as regarded the clerks in that department, whose labors were required in assisting to discharge them?

Answer. As a clerk in the office of the chief engineer, I executed all the duties required of me by the chief engineer, without knowing any distinction between his civil and military duties.

3. If Gen. Gratiot ought to be allowed an extra compensation for such duties, ought not also the clerks to be so allowed, who assisted in the discharge of those duties?

Answer. My salary as clerk in the office of chief engineer was for services as such, without regard to their being military or civil.

4. Was or was not any such claim ever made, to your knowledge? and was or was not the labor of such clerks, in rendering such assistance in the discharge of such duties, performed by them in a way so distinct from their ordinary duties that any just estimate could be placed on it as an extra service?

Answer. No such claim was ever made by me, or to my knowledge, and if called on could make no such distinction, always viewing them as my duty as clerk to attend to all the duties required of me by the chief engineer, as clerk. I cannot separate the civil and military duties.

JAMES C. WILSON.

March 8, 1839.

We agree that the aforegoing may be added to and received (subject to all legal exceptions, as the other depositions) as a part of J. C. Wilson's deposition.

F. S. KEY, *for U. S.*
WM. L. BRENT, *Att'y for* C. GRATIOT.

It is admitted that Wm. Meade Addison, Esq., attorney at law, attended to the taking of the aforegoing depositions, at the request of F. S. Key, Esq., district attorney of the United States, and with the approbation of the solicitor; and that the acts of said Addison in the premises are to be taken as the acts of said district attorney.

It is also agreed and admitted that Wm. Thompson, Esq., before whom said depositions were taken, is and was a justice of the peace, in and for the county of Washington, in the District of Columbia, at the time of taking the same.

WM. L. BRENT, *Att'y for* C. GRATIOT.
F. S. KEY, *U. S. Att'y, D. C.*

DISTRICT OF COLUMBIA, *ss.*

February, 29, 1840.

The undersigned hereby agree to take sundry depositions in the city of Washington, to commence on this day, and to continue until each party shall have examined all persons, whose testimony may be desired, touching the suit now pending in the circuit court of the United States, at St. Louis, Missouri, wherein the United States are plaintiffs, and Charles Gratiot is defendant, hereby waiving all formality as to the want of notice, or a dedimus &c., reserving however to either party, all and every objection to the competency, or relevancy of any testimony that may be taken.

The depositions to be taken before any justice of the peace, and by him sealed up in our presence and addressed to the clerk of said court, and to be by him opened and filed with the papers of the cause, subject to the examination of each party previous, to trial.

M. BERCHARD, [L. S.]
Solicitor of Treasury, for Pltff's.
C. GRATIOT. [L. S.]

It is agreed that any departure from the agreement hereto attached, to take depositions, shall not be made the ground of any exception to the depositions or any one of them.

It is also agreed that when copies of papers are given, that the same shall not be excepted to on any ground, which would not be equally good if made against the original paper itself.

It is agreed that Mr. Gibberson is a magistrate, before whom the foregoing depositions are taken, is duly authorised to adminster oaths and to take the same.

It is also agreed that for any, and every other matter, exceptions may be taken by either party on the trial, the same as if the witnesses were then called to the stand to testify.

M. BERCHARD, *Sol. Tr'y.*
BRENT & BRENT, *Atty's for*
CHARLES GRATIOT.

Washington, March 25th, 1840.

I, Thomas L. Smith, register of the Treasury of the United States, in answer to the interrogatories propounded by W. L. Brent, Esqr. attorney for Charles Gratiot, Esqr., state that the annexed copies are true transcripts from the originals on file in my office, and further this deponent sayeth not. T. L. SMITH.

Register, Treasury U. S.

TREASURY DEPARTMENT,
Register's Office, March 23d, 1840.

Note. The proper place in the record for the above agreement, last set out, is immediately after the depositions of Messrs T. L. Smith, Hagner, Cooper, Abert, H. Smith, Mordecai, Totten, Lewis, and Miller.

DISTRICT OF COLUMBIA, *Washington county, to wit:*

Sworn to and subscribed before me the undersigned, a justice of the peace in and for said county, this 23d day of March, 1840.

GILBERT L. GIBBERSON.

Harris' account as Indian Commissioner.

No. 72,012.

Received of Daniel Kurtz, agent for paying salaries, in the office of the commissioner of Indian affairs, the sums opposite our names respectively, being for services rendered in said office for the periods stated, viz:

C. A. Harris, from 1st Oct., to 31st Dec., 1836 - $750 00

C. A. HARRIS.

Same, as Secretary of War.

No. 71,760.

United States War Department, in account with C. A. Harris, Dr. 1836, Oct. 26; for my salary as acting Secretary War, from 5th to 25th October, 1836, inclusive, being 21 days, at $6000 per annum - - - - - - - $342 40

Washington, Nov. 2nd, 1836; received of Nathan Rice, agent for disbursing compensation to President &c., the sum of three hundred and forty two dollars forty cents, in full of the above.

Signed duplicates. C. A. HARRIS.

B. F. Butler's account as Secretary of War.

No. 71,760.

The United States War Department, in account with Benjamin F. Butler, Dr. 1836, Dec. 31st; for my salary as Secretary of War, ad interim, from 26th October, to 31st December, 1836, inclusive, at $6000, per annum - - - - $1,092 40

Washington, Dec. 31st, 1836; received of Nathan Rice, agent for disbursing fund compensation to President, &c., the sum of one thousand and ninety-two dollars forty cents, in full of the above account.

Signed duplicates. $1,092 40. B. F. BUTLER.

Mr. Butler's account as Attorney General.

No. 71,759.

Dr. The United States, to Benjamin F. Butler, Attorney General, for his own clerks and messengers' salaries, for the quarter ending 31st December, 1836.

For his own salary, from 1st Oct., to 31st Dec., 1836 $1,0000

ACCOMPANING REPORT.

No. 71,760.

The President of the United States, is clearly of the opinion, that by law, Mr. B. F. Butler, is entitled to receive both salaries claimed by him; having as he has faithfully done, performed the

duties of both offices; and directs the Secretary of the Treasury to pay, whatever of said salaries yet remain due to him, or what will be due to him on the 3d of March, 1837, inclusive. The Secretary of the Treasury will adopt such measures, as it respects the reference proposed by Mr. B. F. Butler in his letter B, as he may deem expedient and proper.

March, 3d 1837. ANDEW JACKSON.

Harris's account as Secretary of War.

No. 71,760.

United States War Department, in account with C. A. Harris, Dr. 1836, October 26; for my salary as acting Secretary of War, from 5th to 25 October, 1836, inclusive, being 21 days, at $6000 per annum - - - - - - $342 40

Washington, Nov. 2, 1836; received of Nathan Rice, agent for disbursing compensation to President, &c., the sum of three hundred and forty two dollars forty cents, in full of the above account.

Signed duplicates. C. A. HARRIS.

No. 72,012.

Received of Daniel Kurtz, agent for paying salaries in the office of commissioner of Indian affairs, the sums opposite our namss respectively, being for services rendered in said office, for the period stated.

C. A. Harris, from 1 Oct., to 31 Dec., 1836 - - $750 00

R. B. Taney's account as Secretary of War.

No. 59,869.

Dr. The United States, in account with Lawrence Vancleek, agent for paying salaries in the War Office, for the months of July, August, and September, 1831.

Roger B. Taney, act. Sec. War, at $6,000 per ann. $287 87

Allowed, September 11, 1831.

LEWIS McLANE,
Secretary of the Treasury.

Same, as Attorney General.

No. 60,019.

Dr. The United States, in account with Roger B. Taney, Attorney General, U. S. Cr. 1831: to salary due him, from 20th July, to 30th Sept. 1831, at $4,000 per ann. - - $793 48

Gov. Cass's accounts.

No. 43,855.

The United States Dr. to the undernamed Governors of Territories, for the amount of their salaries for the quarter ending 31st March, 1822, viz:

For Lewis Cass, of Michigan Territory - $500 00

Gov. Cass's account, continued.

No. 44,295.

The United States Dr. to the undernamed governors of Territories, for amount of their salaries for the quarter ending 30th June, 1822, viz:

For Lewis Cass, of Michigan Territory - $500 00

No. 44,730.

The United States Dr. to Lewis Cass, governor of the Michigan Territory, for amount of his salary for the quarter ending 30th Sept. 1822 - - - - - - $500 00

No. 45,101.

The United States Dr. to Lewis Cass, governor of the Michigan Territory, for amount of his salary for the quarter ending 31st December, 1822 - - - - - $500 00

No. 45,450.

The United States Dr. to Lewis Cass, governor of the Michigan Territory, for amount of his salary for the quarter ending 31st March, 1823 - - - - - - $500 00

No. 45,865.

The United States Dr. to Lewis Cass, governor of Michigan Territory, for amount of his salary for the quarter ending 30th June, 1823 - - - - - - - $500 00

No, 46,213.

The United States Dr. to Lewis Cass, governor of Michigan Territory, for amount of his salary from 1st July to 30th September, 1823 - - - - - - - $500 00

No. 46,535.

The United States Dr. to Lewis Cass, governor of Michigan Territory, for amount of his salary from 1st October to 31st December, 1823 - - - - - - - $500 00

No. 46,868.

The United States Dr. to Lewis Cass, governor of Michigan Territory, for amount of his salary for quarter ending 31st March, 1824 - - - - - - - $500 00

No. 47,327.

The United States Dr. to the undernamed officers of the Michigan Territory, for amount of their salaries from the 1st of April to the 30th June, 1824.

For Lewis Cass, governor - - - - $500 00

No. 47,754.

The United States Dr. to the undernamed officers of the Michigan Territory, for amount of their salaries for the quarter ending 30th Sept. 1824, viz:

For Lewis Cass, governor - - - $500 00

Gov. Cass's accounts, continued.

No. 48,134.

The United States Dr. to the undernamed officers of the Michigan Territory, for amount of their salaries for the quarter ending 31st Dec., 1834, viz:

Lewis Cass, governor - - - - $500 00

No. 48,549.

The United States Dr. to the undernamed officers of the Michigan Territory, for amount of their salaries for the quarter ending 31st March, 1825.

Lewis Cass, governor - - - - $500 00

No. 49,038.

The United States Dr. to the undernamed officers of the Michigan Territory, for amount of their salaries for the quarter ending 30th June, 1825, viz:

Lewis Cass, governor - - - - $500 00

No. 49,383.

The United States Dr. to the undernamed officers of the Michigan Territory, for amount of their salaries from 1st July, to 30th September, 1825, viz:

Lewis Cass, governor - - - - $500 00

No. 49,763.

The United States Dr. to the undernamed officers of the Michigan Territory, for amount of their salaries for the quarter ending 31st Dec., 1825, viz:

Lewis Cass, governor - - - - $500 00

No. 50,206.

The United States Dr. to the undernamed officers for the Territory of Michigan, for amount of their salaries for the quarter ending 31st March, 1826, viz:

Lewis Cass, governor - - - - $500 00

No. 50,654.

The United States Dr. to the undernamed officers of the Michigan Territory, for amount of their salaries for the quarter ending 30th June, 1826, viz:

Lewis Cass, governor - - - - $500 00

No. 51,060.

The United States Dr. to the undernamed officers of the Michigan Territory, for amount of their salaries for the quarter ending 30th September, 1826, viz:

Lewis Cass, governor - - - - $500 00

Gov. Cass's accounts, continued.

No. 51,450.
The United States Dr. to the undernamed officers of the Michinan Territory, for amount of their salaries for the quarter ending 31st Dec., 1826, viz:
Lewis Cass, governor - - - - $500 00

No. 51,858.
The United States Dr. to the undernamed officers of the Michigan Territory, for amount of their salaries for the quarter ending 31st March, 1827, viz:
Lewis Cass, governor - - - - $500 00

No. 52,221.
The United States Dr. to the undernamed officers of the Michigan Territory, for amount of their salaries for the quarter ending 30th June, 1827, viz:
Lewis Cass, governor - - - - $500 00

No. 52,620.
The United States Dr. to the undernamed officers of the Michigan Territory, for amount of their salaries for the quarter ending 30th September, 1827, viz:
Lewis Cass, governor - - - - $500 00

No. 53,048.
The United States Dr. to the undernamed officers of the Michigan Territory, for amount of their salaries for the quarter ending 31st December, 1827, viz:
Lewis Cass, governor - - - - $500 00

No. 53,459.
The United States Dr. to the undernamed officers of the Michigan Territory, for amount of their salaries for the quarter ending 31st March, 1828, viz:
Lewis Cass, governor - - - - $500 00

No. 54,007.
The United States Dr. to the undernamed officers of the Michigan Territory, for amount of their salaries for the quarter ending 30th June, 1828, viz:
Lewis Cass, governor - - - - $500 00

No. 54,469.
The United States Dr. to the undernamed officers of the Michigan Territory, for amount of their salaries for the quarter ending 30th September, 1828, viz:
Lewis Cass, governor - - - - $500 00

Gov. Cass's accounts, continued.

No. 54,936.

The United States Dr. to the undernamed officers of the Michigan Territory, for amount of their salaries from the 1st October to the 31st Dec., 1828, viz:

Lewis Cass, governor - - - - $500 00

No. 55,407.

The United States Dr. to the undernamed officers of the Michigan Territory, for amount of their salaries for quarter ending 31st March, 1829, viz:

Lewis Cass, governor - - - - $500 00

No. 55,840.

The United States Dr. to the undernamed officers for Michigan Territory, for amount of their salaries from 1st April to 30th June, 1829, viz:

Lewis Cass, governor - - - - $500 00

No. 56,256.

The United States Dr. to the undernamed officers for Michigan Territory, to Lewis Cass, governor, for amount salary from 1st July to 30th September, 1829 - - - $500 00

No. 56,704.

The United States Dr. to the undernamed officers for Territory Michigan, for amount of their salaries from 1st October to 31st December, 1829.

Lewis Cass, governor - - - $500 00

No. 57,176.

The United States Dr. to the undernamed officers of Michigan Territory, for their salaries from 1st January to 31st March, 1830.

Lewis Cass, governor - - - - $500 00

No. 57,638.

The United States Dr. to the undernamed officers of Michigan Territory, for their salaries fram 1st April to 30th June, 1830.

Lewis Cass, governor - - - - $500 00

No. 58,111.

The United States Dr. to the undernamed officers of Michigan Territory, for amount of their respective salaries from 1st July to 30th Sept., 1830.

Lewis Cass, governor - - - - $500 00

No. 58,510.

The United States Dr. to the undernamed officers, Michigan Territory, for amount of their salaries from 1st October to 31st December, 1830.

Lewis Cass, governor - - - - $500 00

Gov. Cass's accounts, continued.

No. 58,967.

The United States Dr. to the undernamed officers of Michigan Territory, for amount of their salaries from 1st January to 31st March, 1831, viz:

Lewis Cass, governor - - - - $500 00

No. 59,412.

The United States Dr. to the undernamed officers of Michigan Territory, for amount of their salaries from 1st April, to 30th June, 1831.

Lewis Cass, governor - - - - $500 00

No. 59,737.

The United States Dr. to Lewis Cass, late governor of Michigan Territory, for his salary from 1st to 31st July, 1831, 31 days, at $2,000 per annum. - - - - - $168 48

Governor Cass resigned 1st August, 1831, and appointed same day Secretary of War. W. PARKER.

Governor Clark's accounts.

No. 36,808.

The United States to William Clark, Dr. to his salary as governor of the Missouri Territory, from the 1st January to the 31st March, 1818, at $2,000 per annum - - - $500 00

No. 37,323.

The United States to William Clark, Dr. to his salary as governor of the Missouri Territory, from the 1st April to 30th June, 1818, at $2,000 per annum - - - - $500 00

No. 37,839.

The United States to William Clark, Dr. to his salary as governor of the Missouri Territory, from the 1st July to 30th September, 1818, at $2,000 per annum - - - - $500 00

No. 38,262.

The United States to William Clark, Dr. to his salary as governor of the Missouri Territory, for the quarter ending 31st December, 1818 - - - - - - $500 00

No. 38,750.

The United States to William Clark, Dr. to amount of his salary for the quarter ending 31st March, 1819 - - $500 00

No. 39,156.

The United States to William Clark, Dr. for amount of his salary as governor of the Missouri Territory, for the quarter ending 30th June, 1819 - - - - - - $500 00

Gov. Clark's accounts, continued.

No. 39,606.

The United States Dr. to William Clark, governor of the Missouri Territory, for amount of his salary for the quarter ending 30th September, 1819 - - - - - $500 00

No. 39,981.

The United States Dr. to William Clark, governor of the Missouri Territory, for amount of his salary for the quarter ending 31st December, 1819 - - - - - $500 00

No. 40,388.

The United States Dr. to William Clark, governor of the Missouri Territory, for amount of his salary for the quarter ending 31st March, 1820 - - - - - $500 00

No. 40,908.

The United States Dr. to William Clark, governor of the Missouri Territory, for amount of his salary for the quarter ending 30th June, 1820 - - - - - $500 00

No. 41,369.

The United States Dr. to William Clark, governor of Missouri Territory, for amount of his salary from 1st July, to 26th September, 1820, at $2,000 per annum, 88-92 of $500 - 478 26

J. H. Eaton, Secretary of War, accounts.

No. 57,213.

Dr. the United States, in account with Lawrence L. Van Kleeck, agent for paying salaries in the War Department, for January, February and March, 1830.

——— John H. Eaton, Secretary of War, at $6,000 per annum - - - - - - $1500 00

No. 57,663.

Dr. the United States in account with Gideon Davis, for paying salaries in the War Department, for April, May and June, 1830.

Honorable John H. Eaton, Secretary of War, at $6,000 per annum - - - - - - - $1500

No. 58,132.

Dr. the United States in account with Lawrence L. Van Kleeck, agent for paying salaries in the War Department, for the months of July, August and September, 1830.

Honorable John H. Eaton, Secretary of War, at $6,000 per annum - - - - - - - $1500

J. H. Eaton, Secretary of War, accounts, continued.

No. 58,838.

Dr. the United States in account with Lawrence L. Van Kleeck, agent for paying salaries in the War Department, for October, November, and December, 1820.

Honorable John H. Eaton, Secretary of War at $6,000 per annum - - - - - - - $1500

Mr. Butler, Secretary of War, accounts.

No. 72,341.

The United States War Department in account with B. F. Butler, Dr. to my salary as Secretary War, ad interim, from 1st January, to 13th March, 1837, inclusive, say 72 days, at $6,000 per annum - - - - - - - - - $1200

Washington, March 31st, 1837; received of Nathan Rice, agent for disbursing compensations to President, &c., the sum of twelve hundred dollars in full of the above account.

Signed duplicates. B. F. BUTLER.

No. 72,133.

Dr. the United States to Benjamin F. Butler, for his own clerks and messengers salaries for the quarter ending 31st March, 1837, for his own salary from 1st January to 31st March, 1837, at $4,000 per annum - - - - - - $1000

Lieutenant Bartlett's accounts.

No. 63,847.

(Filling up the rooms in the basement story of Executive Building.)

Dr. the United States in account current with Lieut. W. H. C. Bartlett, corps of engineers, Cr.

1833.			1833.	
Oct. 1. To amount of disbursements as per abstracts and vouchers herewith - -	$1,526 62		July 1. By balance as per account rendered - - - -	$1,970 85
To commission on disbursing $2,042 87 in conformity with the decision of the Secretary of the Treasury, at 2 1-2 per cent - - - -	51 07		By amount of commission on the disbursements in the 2d quarter 1833; disallowed in settlement. - - -	12 90
To balance - - -	406 06			
	$1,983 75			$1,983 75

The expenditure in this case not being of a military character, but of a civil character, the commission claimed and charged by Lieutenant Bartlett, has been suspended from his credit as being unauthorised, the question of allowance seems therefore, to come

properly before the Secretary of the Treasury, to whom it is respectfully submitted by his obedient servant.

R. HARRISON.

Auditor's Office Sept. 28th, 1833.

Allowed. R. B. TANEY.

E. Stubb's accounts,

No. 77,707.

The United States in account with Edward Stubbs, superintendent. For compensation of the superindent and watchmen of the N. E. Executive Building Dr. 1839, 2d quarter; paid E. Stubbs superintendent for 2d qr., and for 28-90 of the 1st qr. $81 95

No. 77,708.

Abstract of regular salaries paid by Edward Stubbs, agent of the Department of State, for the quarter ending 30th June, 1839.

To Edward Stubbs, clerk and agent - - $362 50

S. Cooper's accounts.

No. 73,074.

Abstract of regular salaries including additional per centage, by the appropriation account, March 3d, 1837, paid by John T. Cochrane, disbursing agent, office Secretary War.

We whose names are hereunto subscribed, acknowledge to have received from John T. Cochrane, on the 30th June, 1837, the sum opposite our respective names, being in full for our regular salaries and additional per centages, for the quarter ending on the above date.

Samuel Cooper, chief clerk, at $2,000 per annum - $500 00

No. 73,479.

We whose names are hereunto subscribed, acknowledge to have received from John T. Cochrane, the sums opposite our respective names, being in full for our regular salaries and additional per centages for the quarter ending 30th September, 1837.

Samuel Cooper, chief clerk, at $2,000 per annum - $500 00

No. 74,708.

We whose names are hereunto subscribed, acknowledge to have received from John T. Cochrane, agent, on 31st, Dec. 1837, the sums opposite our respective names, being in full for our regular salaries and additional per centage for the quarter ending 31st December 1837.

Samuel Cooper, chief clerk, at $2,000 per annum $500 00

No. 75,711.

We whose names are hereunto subscribed, hereby acknowledge that on the 31st March, 1838, we received from John T. Cochrane, the sums opposite our respective names, in full for our respective

S. Cooper's accounts, continued.

salaries and additional per centages for the quarter ending the above date.

Samuel Cooper, chief clerk War Department, at $2,000 per annum - - - - - - - $500 00

No. 75,711.

We whose names are hereunto subscribed, hereby acknowledge that on the 30th June, 1838, we received from John T. Cochrane, agent, the sums opposite our respective names, in full payment for our regular salaries and additional per centages for the quarter of the year 1838, ending on the above date.

Samuel Cooper, chief clerk War Department, at $2,000 per annum - - - - - - $500 00

No. 75,893.

We whose names are hereunto subscribed, acknowledge to have received from John T. Cochrane, agent, the sums opposite our respective names, and that they are in full for our regular salaries and additional per centages, for the quarter ending 30th September, 1838.

Samuel Cooper, chief clerk War Department, from the 1st to the 9th July, inclusive - - - - $48 91

P. Hagner's deposition.

Interrogatories propounded on the part of the defendant, to Peter Hagner, Esqr. 3d auditor, in a certain suit now pending between the United States as plaintiffs, and Charles Gratiot as defendant, in the circuit court of the United States, at St. Louis, in the State of Missouri.

1. "What office do you fill under the Government of the United States; what are your duties under said office, and how long have you held the same?"

To the above interogatory the deponent, Peter Hagner, answers, that he was appointed 3d auditor of the Treasury, in March, 1817; his duties are prescibed in the 4th section of the act of the 3d March, 1817, in the following words: "That it shall be the duty of the third auditor, to receive all accounts relative to the subsistence of the army, the quarter master's department, and generally all accounts of the War Department, other than those provided for." Among the latter are those for fortifications, and internal improvements. He has held the said office, ever since his appointment as above stated.

2. "State when the officers of the corps of engineers were first required to make disbursements for the government, and for what purposes; and state what compensation was allowed for said service at different times, either in the form of a per diem or per cen-

tage, and to whom the same was allowed, when allowed, for what allowed, how allowed, and to what amount, in each case in which allowances have been so made, and produce the rules or regulations on the subject so making said allowances."

To the above interrogatory the deponent Peter Hagner, answers: The first provision on the subject of the above interrogatory, is contained in a regulation of the Secretary of War, in the following words; "until it is otherwise directed, lieutenants of the corps of engineers, shall be allowed for moneys expended in the construction of fortifications at the rate of $1 50 per day, captains at the rate of $2, majors at the rate of $2 50, and all officers of superior grade, at the rate of $3 per day."

(Signed) WM. H. CRAWFORD.

March 6th, 1816.

The following are some of the names of the officers of the engineer corps, as furnished by Gen. Gratiot, who have received allowances under the above regulations:

Lt. John L. Smith, as disbursing agent on account of fortifications at Fort Niagara, from the 22d January, 1817, to the 31st May, 1818, at $1 50 per diem - - - - - - -	$742 50
Br. Lt. Col. Joseph G. Totten, at Brenton's Point, between the 28th March, 1817, and 27th April, 1819, at $3 per day - - - - - - -	2,178 00
Major Charles Gratiot, at Green Bay, from the 14th March, 1817, to the 31st December, 1817, at $2 50 per day - - - - - - -	732 50
Brigr. Gen. Joseph G. Swift, at Hendrick's Reef, from the 1st October, 1817 to 30th June, 1818, at $3 per day - - - - - - -	819 00
Lieut. Col. Walker K. Armistead at Fort Washington, from 1st October, 1817 to 30th June, 1819, at $3 per day - - - - - - -	1,914 00
Lieut. William H. Chase, at Fort Niagara, from 1st June, 1818, to 18th November, 1818, at $1 50 per day	256 50

The next regulation will be found in the book of "general regulations for the army" in 1821, in 14th paragraph of the 67th article, in the following words: "Where there is no agent for fortifications, the superintending officers shall perform the duties of agent, and while performing such duties, the rules and regulations for the government of the agents shall be applicable to him, and as compensation for the performance of that extra duty, he will be allowed for moneys expended by him in the construction of fortifications, at the rate of two dollars per diem, during the continuance of such disbursements, provided the whole amount of emolument shall not exceed two and a half per cent. on the sum expended."

The next regulation, and the last, will be found in the book of general regulations for the army in 1825, as follows:

Paragraph 893, Article 67. "The engineer superintending the construction of a fortification, will disburse the moneys applied to the same, and as a compensation for the performance of that extra duty, will be allowed at the rate of two dollars per diem, during the continuance of such disbursements; provided the whole amount of emoluments shall not exceed two and a half per cent. on the sum disbursed."

The following are some of the names of the officers of the engineer corps, who have received allowances under the above regulations of 1821 and 1825:

Lt. John L. Smith, for disbursing at Fort Macon, North Carolina, from 8th August, 1827, to the 1st April, 1833, at $2 per diem - - - - -	$3 528 00
Same, at the different fortifications in the harbor of New York, from 27th April, 1833, to the 3d of March, 1835, at $2 per diem for the whole - -	1,352 00
Br. Lt. Col. Joseph G. Totten, for disbursing at Brenton's Point, from the 12th of May, to the 11th June, 1823, at $2 per day - - - - - -	62 00
Same for commissions of 2 1-2 per cent. being less than two dollars per day during the 3d quarter 1823 - -	68 52
Same at Fort Adams, from the 1st April, 1825, to 2d March, 1835, at two dollars per diem - -	7,242 00
Lt. Col. Charles Gratiot, for disbursing at Old Point Comfort, from the 13th November, 1821, to the 30th Sept., 1829, at $2 per day - - - -	5,764 00
Capt. William H. Chase, for disbursing at the various works on the Gulf of Mexico, &c., from 1st October, 1822, to 30th June, 1828, and from the 1st January, 1829, to the 31st December, 1834, at two dollars per day for the whole - - - - -	8,578 00
Same for commission of 2 1-2 per cent. being less than two dollars per day, in the 3d and 4th quarters of 1828, at the same works - - - - -	202 62

3d. State what was the allowance as a compensation made to the members of the board of engineers, organised in 1816–17, in addition to their pay, &c., while on that service, and to whom, and what station or office the said persons filled; produce the regulations making said allowance.

To the above interrogatory, the deponent Peter Hagner, answers: the allowance to the officers of the board of engineers, was not made as a compensation in addition to their pay, &c., but in lieu of fuel, quarters, transportation, and the per diem allowance for reconnoitering, while engaged in the duties assigned the board, as appears by the regulation of the War Deparment, an extract of which so far as the sames relates to the subject is as follows:

"DEPT. WAR, *May* 12th, 1818.

"The officers who compose the board of engineers, will be allowed $4 50 a day in lieu of fuel, quarters, transportation, and the

per diem allowance for reconnoitering, while engaged in the duties assigned the board.

Signed J. C. CALHOUN."

The officers to whom allowances *was* made were the following, viz: Brig. Gen. Bernard, assistant engineer; Capt. Joseph G. Tolten, with the rank of Brevet, lt. col.; Capt. R. E. De Russey, brevet.

4th. State the amount allowed to Capt. A. Talcott, of the United States corps of engineers, as a compensation for determining certain geographical points in the northern boundary of the State of Ohio, and also on account of disbursments made at Forts Monroe and Calhoun, and at what period, and for what period of time the said allowances were so made, and whether the same were allowed as a per centage, or how allowed.

To the above interrogatory, the deponent Peter Hagner, answers: The amount allowed to Capt. A. Talcott, of the U. S. corps of engineers, as principal astronomer, was $9,240 00, being at the rate of ten dollars per day, for 924 days, within the period commencing the 1st January, 1833, and ending 9th May, 1836, and was allowed on the estimate of Capt. Talcott, recommended by Gen. Gratiot, chief engineer, on the 27th April, 1833, and approved by the Secretary of War, and in pursuance of the acts 2d March, 1833, and of the act 9th May, 1836.

Capt. Talcott was allowed for disbursing at Forts Monroe and Calhoun, two dollars per diem, (being less than 2 1-2 per cent. on the amount disbursed,) from 1st October, 1829 to 31st August, 1834, in pursuance of the 67th article, 893 paragraph of the army regulations of 1825, $3,592 00.

5th. State the compensation, by way of per centage, allowed to Capt. Richard Delafield, of the United States corps of engineers, for disbursements made by him for Fort Jackson, and for a survey at the mouth of the Mississippi, during the months of May, June, July, and August, 1829, or at any time; and whether or not said compensation was made upon each of said works or services, and whether by way of per centage, or how; and attach to your said statement, the vouchers, abstracts, statements of differences, and correspondence, touching the said allowances, or copies, &c.

To the above interrogatory the deponent, Peter Hagner, answers: In the present investigation of the accounts of Capt. Delafield, to which this interrogatory has led, he finds that he received a credit for $1,766, the amount of the allowance of $2 per day, to which he was entitled, agreeably to regulations for disbursing at Fort Jackson, from the 1st of April, 1829, to the 31st August, 1831. He also finds that on the settlement of a distinct account of Capt. Delafield's, for disbursements in the 3d quarter of 1829, in relation to a survey at the passes at the mouth of the Mississippi river, with the view to improvement in the navigation, and building a light-

The accounts and statements referred to in the foregoing deposition, and attached thereto, are as follows, to wit:

Dr. the United States, in account with Capt. Richard Delafield, of the corps of engineers, for expenditures on the survey of the passes at the mouth of the Mississippi river:

Date. 1829.			
Nov. 6. To amount of abstract of disbursements - - -	$403 18	By amount of a Treasury draft, received from the cashier of the Branch Bank of the U. S. at New Orleans - - -	$500 00
Commission on amount disbursed 2 1-2 per ct. (v. Army Reg. par. 893, art. 67) - -	10 08		
Balance due the U. S., carried to new acc't	86 74		
	$500 00		

EE. RICH. DELAFIELD,
November 6th, 1829. *Corps of Engineers.*

Statement of differences on settlement of Capt. Richard Delafield's accounts, for surveys at the mouth of the Mississippi river, in the 3d quarter of 1829.

Due the U. States, per official statement - - - -	$144 59
Per his account current - - - - -	86 74
Difference - -	$57 85

Accounted for as follows:

Vo. 10. Capt. Delafield, for per diem allowance suspended, because the certificate to the account is not in conformity with form No. 15, referred to in the 917th par. of the army regulations - - - - - -	$56 00
The charge for a commission of 2 1-2 per cent. thereon, as also on Vo. 8, for his transportation account, $18—not admissible - - - - - -	1 85
Amount of difference - -	$57 85

1829. The United States, to Capt. Richard Delafield, Dr. for survey of the passes at the mouth of the Mississippi, 56 days, at $1 00 per day, from 26th April to 30th Sept., $56 00

September 30, 1829. Received from the U. S. and from the appropriation for survey of the passes of the Mississippi, the sum of fifty-six dollars, in full of the above account.

Signed duplicates. RICHARD DELAFIELD,
Captain of Engineers.

I certify that the services charged in this account were rendered, necessary for, and applied to making the survey of the passers of the Mississippi.

RICHARD DELAFIELD,
Capt. of Engineers.

I certify on honor, that I was employed in the manner, and during the time specified, and that I have not received transportation, and quarters or allowance for either, for any of the time, for which the per diem allowance charged in the within account. It must however be distinctly understood, in relation to this certificate that, the quartermaster in New Orleans, rents quarters by the month, and did pay for a room for me in that city during months, the fractional parts of which I was on duty, at the mouth of the Mississippi. The quarters were retained for me during those days, contained my fixtures, &c., and according to the usages of rent, in that place could not be given up from day to day. In the certificate attached to his accounts, I have stated that the quarters paid for by him were occupied by me, as from the nature of my other duties, I could not attend to this survey all at one time. It was necessary therefore to give attention to it from time to time. In no case however did I receive any allowance for the quarters.

RICHARD DELAFIELD,
Capt. of Engineers.

Endorsed. As quarters were hired, and paid for by the United States for Captain Delafield, during the whole of the period, and were in his possession, it is not possible to allow this claim.

L. C.

No. 10. Captain Delafield was ordered to make a survey of the passers of the Mississippi river, with a view to the construction light houses, buoys, and improvement to the navigation. At the same time was required to superintend the construction of Fort Jackson, to execute the latter duties, it was necessary that he should have quarters in the city of New Orleans, where the quartermaster furnished a room for which he paid a monthly rent, according to the usage of the place. This room was occupied in person occasionally, as the service of Fort Jackson made Captain D's presence necessary in that city, during the months of April, May, June, July, August, and September, 56 days of which time Captain D. passed in the swamps at the outlets of the Mississippi, living in open boats, and at the pilots' and fishermens' huts. The charge now made is to cover the expense of quarters when engaged on this survey.

RICHARD DELAFIELD,
Capt. of Engineers.

Endorsed: Allowed. J. R. P.

Statement A. referred to in deposition, is as follows:

Statement of differences on settlement of Lieut. S. Tuttle's accounts for 3d and 4th quarters of 1829. 1st, 2d, 3rd, and 4th quarters of 1830, and 1st quarter of 1831:

Due United States per official statement on account of			
Repairs of Fort Delaware	-	-	$94 59
Wharf at do. do.	-	-	14 95
Piers at Newcastle	-	-	40 72
Piers at Marcus Hook	-	-	292 49
Security of the Pea Patch, &c.	-	-	313 20
			755 95
Due him on account of contingencies of fortifications	-	95 00	
Improving the harbor of Newcastle, &c.		226 27	321 27
			$434 68

His account current being balanced, the difference in this accounted for, viz:

Abstract for 4th qr. 1830, for the security of the Pea Patch, &c. Rec't. Roll, No. 4, deduct for Sam'l. Davis, who has not signed the receipt	-	-	$1 80
Vo. 9. Overpaid E. Williams	-	-	50
Vo. 17. Overpaid Jones & Sander	-	-	10 00
Vo. 10. Overpaid Thomas Smiley	-	-	10
Abstract for 1st qr. 1831. Vo. 10. overcharged		-	2

The following sums charged by him for compensation for disbursing deducted, and in lieu of which, a per diem of $2 is passed to his credit, agreeably to regulations, viz:

Vo. 51. This sum charged for commission of 2 1-2 per cent. on $7,808 78 disbursed on account of repairs of Fort Delaware in 4th qr. 1829, and 1st qr. 1830	245 22
Vo. 50. for do. on account wharf at Fort Delaware -	48 78
Vo. 8. for do. on account piers at Marcus Hook from 1st July 1829, to 31st March, 1830 - -	117 95
Vo. 6. for do. on account do. same period - -	32 30
Vo. 10. for do. on account for repairing piers at Newcastle, from 1st July, 1829, to 31st March, 1830 -	73 11
Vo. 7. for per diem allowance on account for building new piers at Newcastle in the months of July, August and Dec., 1829, and March, 1830; 124 days at $2.	248 00
Vo. 52. Lt. Tuttle, for commission of 2 1-2 per cent. on disbursements in 4th qr. 1829 and 1st qr. 1830, on account of contingencies of fortifications - -	88 34

Vo. 8. Same for do. in disbursements from 1st April, to 31st December, 1830, on account of the improvement of the harbor of Newcastle, Marcus Hook, &c.		$141 73
Vo. 7. Same for do. in 1st qr. 1831 - - -		13 58
Vo. 22. Same for per diem allowance from 1st June, to 31st December, 1830, 214 days, at $2, on account for securing the Pea Patch island, &c. - - -		428 00
Vo. 6. Same for commission of 2 1-2 per cent. on disbursements on same account, from 3d June, 1830, to 3d May, 1831, amounting to - -	649 54	
Deduct amount charged in 4th qr. 1830, see Vo. 22 above - - - - -	428	221 54
		$1,658 55
He also charged in his previous account a per diem allowance from 1st August, to 30th September, 1829		122 00
		$1,780 55
In lieu of which he is allowed a per diem, from 25th June, 1829, to 3d May, 1831, 678 days at $2 -		1,356 00
Difference deducted - - - - -		424 55
		$436 97
Deduct this sum credited by him in his account for 1st quarter 1830, a difference between 2 1-2 per cent., and $2 per day, on Vo. disbursing in 3d. quarter 1829 -		2 29
Amount of difference - - -		$434 68

The distant and detached positions which Lt. Tuttle had to superintend, necessarily must have subjected him to greater expense, than if he had been in the superintendence of a single fortification. His services uniformily were personal at each point. The claim of 2 1-2 per cent. is therefore allowed, on the disallowance herein stated. J. H. EATON.

26th May, 1831.

(Copy.)

The United States to Lieut. S. Tuttle, Dr., March 31st, 1830; for compensation for disbursing four thousand seven hundred and eighteen dollars and three cents, on account repairs of piers at Marcus Hook, and removal of obstructions from the harbor thereof, from July 1, 1829, to March 31, 1830. Commission, 2 1-2 per cent. on $4,718 03, $117 95: $117 95.

I certify that the above account is correct and just, that the articles therein specified have been received; that the workmanship

therein charged has been executed; that the services therein charged have been rendered, and that they were necessary for, and have been applied to repairs of the piers at Marcus Hook, and removal of obstructions from the harbor thereof.

S. TUTTLE, *Lt. U. S. Corps of Engs.*

$117 95.

Newcastle, March 31, 1830. Received from Lieut. S. Tuttle, U. S. Corps of Engineers, one hundred and seventeen dollars ninety-five cents, in full for the above account.

Signed duplicates. S. TUTTLE, *Lt. U. S. Corps of Engs.*

(Copy.)

The United States to Lieut. S. Tuttle, Dr., March 31, 1830, for compensation for disbursing two thousand nine hundred and twenty-four dollars and twenty-eight cents, on account of repairing old piers at Newcastle, and deepening the water around them, from July 1, 1829, to March 31, 1830. Commission, 2 1-2 per cent. on $2,924 28, $73 11: $73 11.

I certify that the above account is correct and just; that the articles therein specified have been received; that the workmanship therein charged has been executed; that the services therein charged have been rendered, and that they were necessary for, and have been applied to the repairs of old piers at Newcastle, and deepening the water around them.

S. TUTTLE,
Lt. U. S. Corps of Engs.

$73 11.

Newcastle, March 31, 1830. Received from Lieut. S. Tuttle, United States Corps of Engineers, seventy-three dollars and eleven cents, in full for the above account.

Signed duplicates. S. TUTTLE,
Lieut. U. S. Corps of Engs.

(Copy.)

The United States to Lieut. S. Tuttle, Dr., March 31, 1830, for compensation for disbursing three thousand five hundred and thirty-three dollars and seventy cents, during the quarter ending December 31, 1829, and March 31, 1830, from the appropriations for repairs and contingencies of fortifications, on account of repairs at Fort Delaware. Commission, 2 1-2 per cent. on $3,533 70, $88 34: $88 34.

I certify that the above account is correct and just; that the materials therein charged have been received, that the services therein specified have been duly rendered, that the workmanship therein charged has been duly executed; that they were necessary and have been applied to repairs at Fort Delaware, on account of repairs and contingencies of fortifications. S. TUTTLE,
Lieut. U. S. Corps of Engs.

$88 34.

Newcastle, March 31, 1830. Received from Lieut. S. Tuttle, U. S. Corps of Engineers, agent for disbursements, eighty-eight dollars and thirty-four cents, in full of the above account.

Signed duplicates.

S. TUTTLE,
Lieut. U. S. Corps of Engs.

(Copy.)

The United States to Lieut. S. Tuttle, Dr., May 3, 1831, for compensation for disbursing twenty-five thousand nine hundred and eighty-one dollars and fifty-five cents, on account of the appropriation for the security of the Pea Patch island, the construction of a water tank at, and gravelling the parade of Fort Delaware, from June 3d, 1830, to May 3d, 1831. $25,981 55, at 2 1-2 per cent. - - - - - - $649 54

Deduct amount charged in account current for the 4th quarter of 1830 - - - - - 428 00

$221 54

I certify that the above account is correct and just; that the materials therein charged have been received; that the services therein specified have been duly rendered; that the workmanship therein charged has been duly executed; and that they were necessary for, and have been applied to the purposes therein specified.

S. TUTTLE,
Lieut. U. S. Corps of Engs.

$221 54.

Fort Delaware, May 3d, 1831. Received from Lieut. S. Tuttle, U. S. Corps of Engineers, agent for disbursements, two hundred and twenty-one dollars and fifty-four cents, in full of the above account.

Signed duplicate.

S. TUTTLE,
Lieut. U. S. Corps of Engs.

(Copy.)

The United States to Lieut. S. Tuttle, Dr., December 31, 1830, for compensation for disbursing public funds on account of the security of the Pea Patch island, of constructing a water tank at, and of gravelling the parade of Fort Delaware, from June 1st, 1830, to Dec. 31st, 1830, 214 days, at $2 per day, $428 00: $428 00.

I certify that the above account is correct and just; that the materials therein charged have been received; that the services therein specified have been rendered; that the workmanship therein charged has been duly executed; and that they were necessary for, and have been applied to the purposes therein specified.

S. TUTTLE,
Lieut. U. S. Corps of Engs.

$428 00.

Fort Delaware, January 1st, 1830. Received from Lieut. S. Tuttle, U. S. Corps of Engineers, agent for disbursements, four hundred and twenty-eight dollars, in full for the above account.

Signed duplicate. S. TUTTLE,
Lieut. U. S. Corps of Engs.

(Copy.)

The United States to Lieut. S. Tuttle, Dr., March 31, 1830, for compensation for disbursing nine thousand eight hundred and eight dollars and seventy-eight cents, during the quarters ending December 31st, 1829, and March 31st, 1830, on account of repairs at Fort Delaware, from the appropriation for that purpose. Commission, 2 1-2 per cent. on $9,808 78: $245 22: $245 22.

I certify that the above account is correct and just; that the materials therein charged have been received; that the services therein specified have been duly rendered; that the workmanship therein charged has been duly executed; and that they were necessary for, and have been applied to repairs at Fort Delaware.

S. TUTTLE, *U. S. Corps of Engs.*

$245 22.

Newcastle, March 30, 1830. Received from Lieut. S. Tuttle, U. S. Corps of Engineers, agent for disbursements, two hundred and forty-five dollars and twenty-two cents.

Signed duplicate. S. TUTTLE, *U. S. Corps of Engs.*

(Copy.)

The United States to Lieut. S. Tuttle, Dr., 1830, for compensation for disbursing thirteen hundred and twelve dollars and fourteen cents, on account of repairs of piers at Marcus Hook, Fort Mifflin, and Port Penn, and improving the harbor of Marcus Hook, from July 1st, 1829, to March 31st, 1830. Commission, 2 1-2 per cent. on $1,312 14; $32 30 - - . - $32 30

I certify that the above account is correct and just; that the articles therein specified have been received; that the workmanship therein charged has been executed; that the services therein charged have been rendered; and that they were necessary for, and have been applied to the repairs of piers at Marcus Hook, Fort Mifflin, and Port Penn, and to improving the harbor of Marcus Hook.

S. TUTTLE,
Lieut. U. S. Corps of Engs.

$32 30.

Newcastle, March 31st, 1830. Received from Lieut. S. Tuttle, U. S. Corps of Engineers, thirty-two dollars and thirty cents, in full of the above account.

Signed duplicate. S. TUTTLE,
Lieut. U. S. Corps of Engs.

(Copy.)

The United States to Lieut. S. Tuttle, Dr., December 31, 1830, for compensation for disbursing five thousand six hundred and eighty-nine dollars and thirty-one cents, from April 1st, to December 31st, 1830, on account of the improvement of the harbors of Chester, Marcus Hook, Newcastle, and Port Penn, $5,669 31, at 2 1-2 per cent., $141 73: $141 73.

I certify that the above account is correct and just; that the materials therein charged have been received; that the services therein specified have been duly rendered; that the workmanship therein charged has been duly executed; and that they were necessary for, and have been applied to the purposes therein specified.

S. TUTTLE,
Lieut. U. S. Corps of Engs.

$141 73.

Fort Delaware, December 31, 1830. Received from Lieut. S. Tuttle, U. S. Corps of Engineers, agent for disbursements, one hundred and forty-one dollars and seventy-three cents, in full of the above account.

Signed duplicate.

S. TUTTLE,
Lieut. U. S. Corps of Engs.

(Copy.)

The United States to Lieut. S. Tuttle, Dr., April 30, 1831, for compensation for disbursing five hundred and forty-three dollars and twenty-five cents, from January 1st, to April 23d, 1831, on account of the improvement of the harbors of Newcastle, Marcus Hook, Chester, and Port Penn, $543 25, at 2 1-2 per cent., $13 58: $13 58.

I certify that the above account is correct and just; that the materials therein charged have been received; that the services therein specified have been duly rendered; that the workmanship therein charged has been duly executed; and that they were necessary for, and have been applied to the purposes therein specified.

S. TUTTLE,
Lieut. U. S. Corps of Engs.

$13 58.

Fort Delaware, May 9th, 1831. Received from Lieut. S. Tuttle, U. S. Corps of Engineers, agent for disbnrsements, thirteen dollars and fifty-eight cents, in full of the above account.

Signed duplicate.

S. TUTTLE,
Lieut. U. S. Corps of Engs.

(Copy.)

The United States to Lieut. S. Tuttle, Dr., March 31, 1830, for compensation for disbursing one thousand nine hundred and fifty-

one dollars and twenty-two cents, on account of building a wharf at Fort Delaware, (this being in part payment for re-constructing the upper eastern wharf at Fort Delaware, as per Voucher No. 31, of general abstract.) Commission of 2 1-2 per cent. on $1,951 22, $48 78: $48 78.

I certify that the above account is correct and just; that the materials therein charged have been received; that the services therein specified have been duly rendered; that the workmanship therein charged has been duly executed; and that they were necessary for, and have been applied to the re-construction of the upper eastern wharf at Fort Delaware.

S. TUTTLE,
Lieut. U. S. Corps of Engs.

$48 78.

Received from Lieut. S. Tuttle, U. S. Corps of Engineers, agent for disbursements, forty-eight dollars and seventy-eight cents, in full of the above account.

S. TUTTLE,
Lieut. U. S. Corps of Engs.

(Copy.)

The United States to Lieut. S. Tuttle, Dr, March 31, 1830, for compensation for disbursing seventeen thousand seven hundred and eighty-five dollars twelve cents, on account of building new piers at Newcastle, during the months of July, August, and December, 1829, and March, 1830, 124 days, at $2 per day $248 00: $248 00.

I certify that the above account is correct and just; that the articles therein specified have been received; that the workmanship therein charged have been executed; that the services therein charged have been rendered; and that they were necessary for, and have been applied to building new piers at Newcastle.

S. TUTTLE, *Lt. U. S. Corps of Engs.*

$248 00.

Newcastle, March 31, 1830. Received from Lieutenant S. Tuttle, U. S. Corps of Engineers, two hundred and forty-eight dollars in full of the above account.

Signed duplicate. S. TUTTLE, *Lt. U. S. Corps of Engs.*

Interrogatories on behalf United States.

Interrogatories propounded on the part of the United States to Peter Hagner, Esq., 3d Auditor of the Treasury.

1st. Please state your occupation, time of service, and means of knowing the general usages of the War Department in settling accounts of army officers and other agents, and state those usages so far as they have relation to this suit.

In answer to the foregoing interrogatory the deponent, Peter Hagner states, that he was appointed book-keeper in the office of

the accountant of the War Department in December, 1793, and in May, 1796, principal clerk, in which capacity he continued until he was appointed, under the act of the 29th April, 1816, additional accountant of the War Department, to adjust and settle all the accounts of the War Department existing at the conclusion of the late war, and remaining unsettled; in which office he continued until March, 1817, when, under the act of the 3d March, 1817, he was appointed 3d Auditor in the Treasury Department, whose duty it was made to receive and audit all accounts relative to the subsistence of the army, the Quartermaster's Department, and generally all accounts of the War Department not otherwise provided for; in which latter class of accounts, those for fortifications, internal improvements, and for fuel, and quarters, and transportation of baggage of the officers of the army were included; which office he continues to hold at this time. His knowledge of accounts, and the general usages of the War Department in settling accounts of army officers and other agents of the War Department, has grown out of the aforesaid occupations. For the usage according to which accounts of army officers and other agents, so far as they have relation to this suit are settled and allowed, he refers to his answers to the interrogatories propounded by the defendant, and to the statements of differences accompanying the official statements of General Gratiot's accounts on which suit has been instituted against him by the United States.

2d. State the duties assigned to Charles Gratiot while a commissioned officer in the army of the United States, for which the law or uniform regulations of the War Department, applicable to all officers in like circumstances fixed a rate of compensation, and the amount paid therefor in each year; also state the services rendered, or claimed to have been rendered, if any such there were, wholly extra, independent, and separate from the above classes of duties, with the compensation allowed therefor in each year.

To the above interrogatory the deponent, Peter Hagner, answers, What particular duties were assigned to Charles Gratiot, other than those assigned to other officers of his grade, independent of his superintendency of the fortifications at Old Point Comfort, he is not sufficiently informed to state, having no other cognizance of those duties than as regards claims for fuel, and quarters, and transportation, a statement of which allowances is appended marked A, and which are, in addition to his pay and other allowances, received by him as stated by the 2d Auditor. The deponent does not consider the claims made by the defendant, and which have not been allowed by the accounting officers, consisting of the per diem for disbursing at Fort Calhoun (separate from that of Fort Monroe) the commission of two and a half per cent. on disbursements on account of contingencies of fortifications, and his charge for services in conducting the affairs connected with the civil works of internal improvement, as wholly extra, independent, or separate from the class of duties assigned to him by law and regulations; and he re-

one dollars and twenty-two cents, on account of building a wharf at Fort Delaware, (this being in part payment for re-constructing the upper eastern wharf at Fort Delaware, as per Voucher No. 31, of general abstract.) Commission of 2 1-2 per cent. on $1,951 22, $48 78: $48 78.

I certify that the above account is correct and just; that the materials therein charged have been received; that the services therein specified have been duly rendered; that the workmanship therein charged has been duly executed; and that they were necessary for, and have been applied to the re-construction of the upper eastern wharf at Fort Delaware.

S. TUTTLE,
Lieut. U. S. Corps of Engs.

$48 78.

Received from Lieut. S. Tuttle, U. S. Corps of Engineers, agent for disbursements, forty-eight dollars and seventy-eight cents, in full of the above account.

S. TUTTLE,
Lieut. U. S. Corps of Engs.

(Copy.)

The United States to Lieut. S. Tuttle, Dr, March 31, 1830, for compensation for disbursing seventeen thousand seven hundred and eighty-five dollars twelve cents, on account of building new piers at Newcastle, during the months of July, August, and December, 1829, and March, 1830, 124 days, at $2 per day $248 00: $248 00.

I certify that the above account is correct and just; that the articles therein specified have been received; that the workmanship therein charged have been executed; that the services therein charged have been rendered; and that they were necessary for, and have been applied to building new piers at Newcastle.

S. TUTTLE, *Lt. U. S. Corps of Engs.*

$248 00.

Newcastle, March 31, 1830. Received from Lieutenant S. Tuttle, U. S. Corps of Engineers, two hundred and forty-eight dollars in full of the above account.

Signed duplicate. S. TUTTLE, *Lt. U. S. Corps of Engs.*

Interrogatories on behalf United States.

Interrogatories propounded on the part of the United States to Peter Hagner, Esq., 3d Auditor of the Treasury.

1st. Please state your occupation, time of service, and means of knowing the general usages of the War Department in settling accounts of army officers and other agents, and state those usages so far as they have relation to this suit.

In answer to the foregoing interrogatory the deponent, Peter Hagner, states, that he was appointed book-keeper in the office of

the accountant of the War Department in December, 1793, and in May, 1796, principal clerk, in which capacity he continued until he was appointed, under the act of the 29th April, 1816, additional accountant of the War Department, to adjust and settle all the accounts of the War Department existing at the conclusion of the late war, and remaining unsettled; in which office he continued until March, 1817, when, under the act of the 3d March, 1817, he was appointed 3d Auditor in the Treasury Department, whose duty it was made to receive and audit all accounts relative to the subsistence of the army, the Quartermaster's Department, and generally all accounts of the War Department not otherwise provided for; in which latter class of accounts, those for fortifications, internal improvements, and for fuel, and quarters, and transportation of baggage of the officers of the army were included; which office he continues to hold at this time. His knowledge of accounts, and the general usages of the War Department in settling accounts of army officers and other agents of the War Department, has grown out of the aforesaid occupations. For the usage according to which accounts of army officers and other agents, so far as they have relation to this suit are settled and allowed, he refers to his answers to the interrogatories propounded by the defendant, and to the statements of differences accompanying the official statements of General Gratiot's accounts on which suit has been instituted against him by the United States.

2d. State the duties assigned to Charles Gratiot while a commissioned officer in the army of the United States, for which the law or uniform regulations of the War Department, applicable to all officers in like circumstances fixed a rate of compensation, and the amount paid therefor in each year; also state the services rendered, or claimed to have been rendered, if any such there were, wholly extra, independent, and separate from the above classes of duties, with the compensation allowed therefor in each year.

To the above interrogatory the deponent, Peter Hagner, answers, What particular duties were assigned to Charles Gratiot, other than those assigned to other officers of his grade, independent of his superintendency of the fortifications at Old Point Comfort, he is not sufficiently informed to state, having no other cognizance of those duties than as regards claims for fuel, and quarters, and transportation, a statement of which allowances is appended marked A, and which are, in addition to his pay and other allowances, received by him as stated by the 2d Auditor. The deponent does not consider the claims made by the defendant, and which have not been allowed by the accounting officers, consisting of the per diem for disbursing at Fort Calhoun (separate from that of Fort Monroe) the commission of two and a half per cent. on disbursements on account of contingencies of fortifications, and his charge for services in conducting the affairs connected with the civil works of internal improvement, as wholly extra, independent, or separate from the class of duties assigned to him by law and regulations; and he re-

fers to the statements of differences appended to the Treasury transcripts on which this suit has been instituted, as containing the grounds for such opinion. He is not aware of any services rendered, or claimed to have been rendered by the defendant, which deponent considers as wholly extra, independent, and separate from the duties assigned him by law and regulations.

3d. State whether or not the uniform usages of the War Department, or the regulations thereof, were departed from in adjusting the accounts of Charles Gratiot, now in question, and if yea, state in what particular, and the reasons therefor.

To the above interrogatory the deponent, Peter Hagner, answers, That he is not apprised of any departure from the usages of the War Department, or the regulations thereof, in adjusting the accounts of Charles Gratiot, so far as the same referred themselves to the office of the 3d Auditor.

4th. State whether or not there is any claim for extra allowance upon which the Secretary of War has a discretion to allow pay according to the equity of the case, or to refuse it, concerning which he did not act definitively, either by allowing the claim as equitable, or disallowing it as inequitable under all the circumstances attending it. And if you know, state the particulars, giving the reasons of said decisions, with copies or references to the law and regulations bearing upon each such item, so far as may be necessary to elucidate or explain the propriety or injustice of any such decision.

To the above interrogatory the deponent, Peter Hagner, answers, That he is not aware that any claim was presented by Charles Gratiot to the Secretary of War as stated in the foregoing interrogatory, which has not been definitively acted on by him; if any such there were, that the reasons for the disallowance of the items by the accounting officers, constituting the difference between the official statement of General Gratiot's accounts and his claims, are stated in the statement of differences accompanying the Treasury transcripts on which this suit was instituted, and to which reference is made in further answer to this interrogatory.

5th. State any other matter or thing within your knowledge material to either party to this suit; and in all your answers be specific and careful to distinguish special cases, or exceptions to general usages, from the usage itself; explaining particularly the reasons of distinction.

To the above interrogatory the deponent, Peter Hagner, answers, That no other matter or thing within his knowledge or recollection, material to either party to this suit occurs to him; that in stating the cases in which special allowances have been made, he refers to his answers to the interrogatories propounded to him by the defendant in this suit, and to the copies of the documents appended thereto as explanatory thereof, and to the statement of differences appended to the Treasury transcripts on which this suit was instituted, as herein before stated, for the particulars in each case.

PETER HAGNER.

Statement of the sums paid and allowances made to General Charles Gratiot, from the 1st of November, 1821, to the 6th December, 1838, ascertained from the accounts of the disbursing officers on file in the office of the 3d Auditor.

Year.	Quarters and fuel.	Transportation of baggage.	Per diem allowance for disbursing.	Equivalent for double rations.
From 1 Nov. 1821	26 66	33 60	98 00	61
1822	86 75	111 90	730 00	151
1823	74 25	216 30	730 00	
1824	81 00	134 10	732 00	
1825	93 85	86 40	730 00	
1826	78 30	86 40	730 00	
1827	78 30	265 80	730 00	
1828	171 00	412 56	732 00	
1829	491 25	271 80	544 00	
1830	492 75	121 92		
1831	500 25	71 32		
1832	537 75	131 52		
1833	537 75	303 60		
1834	556 12	67 68		
1835	530 25	372 33		
1836	527 12	177 03		
1837	582 63	435 70		
1838	566 72			
	$6,012 70	$3,299 96	$5,756 00	$212

NOTE.—General Gratiot occupied public quarters at Old Point Comfort from 1821 to June, 1828, and the amount for those years in column for quarters and fuel, includes only the fuel in kind received by him. From the 1st July, 1828, he received a commutation for quarters and fuel at Washington city.

PETER HAGNER.

Samuel Cooper's deposition.

Interrogatories propounded to Major Samuel Cooper, assistant adjutant general in the army of the United States, on the part of the defendant, in a suit now pending in the circuit court of the United States at St. Louis, State of Missouri, in which the United States are plaintiffs, and Charles Gratiot is defendant.

1st. State what station you held in the army of the United States from the 14th of March, 1837, to the 9th of July, 1838?

2d. State what compensation you received whilst acting and as chief clerk of the War Department, from the 14th of March, 1837, to the 9th of July, 1838; and whether the said compensation was not made extra of, and in addition to your pay and emoluments as an officer of the army?

Answers to the foregoing questions:

I was a captain of artillery in the army of the United States from

the 14th March, 1837, to the 9th of July, 1838; during which time I held also the appointment of chief clerk of the War Department, and while I discharged the duties of chief clerk, I received the salary affixed to the office, to wit: two thousand dollars per annum, which was separate and distinct from the pay and emoluments allowed by law to officers of my rank in the army; which pay and emoluments I also received.

S. COOPER.

J. J. Abert's deposition.

Interrogatories propounded to Col. J. J. Abert, of the topographical engineers, on the part of the defendant, in a suit now pending in the circuit court of the United States, at St. Louis, in the State of Missouri, in which the United States are plaintiffs, and Charles Gratiot is defendant.

Int. 1st. What office or station do you fill; and how long have you filled the same?

Int. 2d. State the amount of compensation received by you from the Government of the United States, for services performed by you in the Indian department, or otherwise; when received; and whether the same was paid to you excusive of your pay, &c., as an officer of the army. State, also, what other per diem allowances have been paid to you in addition to your pay, &c., as an officer; and when so paid, and for what services.

Answer to 1st interrogatory:

I hold the office of colonel of the corps of topographical engineers, and chief of the bureau of that corps stationed at Washington. I have been the colonel since the 7th July, 1838. Before that date I was lieutenant colonel of the corps, and have been at the head of the bureau, at Washington, since 1829. I have been more than 25 years an officer of that corps.

Answer to the 2d interrogatory:

The exact amount of compensation received by me for services rendered to the Indian department, I cannot state on recollection; it will be found in the accounts of payments made to me by that department. It was exclusive of and in addition to my pay and emoluments as an officer; for the following duties—1st, superintending and directing an emigration of Indians, from Ohio to the Shawnee agency, west of the Missouri; 2d, commissioner to negotiate a treaty, and to pay certain Creek claims, under the treaty of March, 1833; 3d, commissioner for locating the Creek lands, and for certifying to sales of Creek lands, under that treaty; 4th, for attention to said duties, examining the contracts of sales of Creek lands, for the approval of the President. All these duties were performed away from Washington, except the last, which was an extra duty, while in charge of the topographical bureau. Previous to a provision in a law of 1835, while in charge of a bureau at Washington, I was allowed and received a per diem of $1 25 as an

extra compensation for extra services. This per diem was over and above my pay and emoluments by law and regulation as an officer.

JOHN J. ABERT, *Col. T. E.*

H. Smith's deposition.

Interrogatories propounded to Col. Henry Smith, on the part of the defendant, in a suit now pending in the circuit court of the United States, at St. Louis, Missouri, in which the United States are plaintiffs, and Charles Gratiot is defendant.

1st. State what station you held in the army of the United States, and when you left it.

2d. State the various extra compensations allowed you while an officer of the army, for services rendered by you whilst doing duty under the Engineer Department, in the forms of per diem, per centage, and otherwise, at the same time that you received your full pay, &c., as said officer of the army; and what station you held at the time; and, as nearly as you can recollect, state the period of time; also, in what department of the Government you were allowed the same.

Answer to the first interrogatory:

I was, from the 6th of July, 1826, to the day of my resignation, on the 16th Nov., 1836, a captain in the 6th regiment of United States infantry.

Answer to the 2d interrogatory:

I received, specifically, in addition to my allowances as a captain in the army, (except fuel and quarters,) two and a half per centum on disbursements made by me, which allowance was limited to two dollars extra per day; I also received a commutation allowance of eighty cents per day, in lieu of fuel and quarters. To the best of my recollection, knowledge, and belief, the amount of the commission of two and a half per cent. on disbursements, generally equalled the maximum of that allowance, to wit: two dollars per day. During the time embraced in this allowance, which was from the winter of 1832–'33, until the 2d of March, 1835, when said allowance was cut off, by what I conceive a false construction of law by the Attorney General of the United States, I was, as before stated, a captain in the line of the army on engineer duty; that is to say, acting and serving in the Engineer Department, in charge of certain roads and harbor improvements in Michigan and Ohio. The allowance, of course, was in the Engineer Department.

HENRY SMITH.

A. Mordecai's deposition.

Interrogatories propounded to Capt. A. Mordecai, on the part of the defendant, in a suit now pending in the circuit court of the Uni-

ted States, at St. Louis, Missouri, in which the United States are plaintiffs, and Charles Gratiot is defendant.

1st. What office do you now hold, and what office or station in the army have you held at different periods?

2d. State what extra compensation you received whilst an assistant in the Engineer Department, and also the amount received by you for compiling a book relative to the laws, &c. of the army, by order of the Secretary of War; and whether the said several allowances were not made extra of and in addition to your pay as an officer; and what offices you held when said extra services were rendered.

Answers.—1st. I am now a captain in the ordinance department. I was originally appointed in the service as a 2d lieutenant in the corps of engineers, from which I was transferred, in May, 1832, to my present position.

2d. Whilst in the corps of engineers, I acted, during several years, (from May, 1828, to May, 1832,) as assistant in the office of the chief engineer, in which station I received, in common with other officers of the army similarly employed at the seat of Government, a compensation of one dollar and 25 cents a day, in addition to my regular pay and emoluments. At the time of my appointment as a captain of ordinance, I was assigned by Mr. Cass, then Secretary of War, to the duty arranging and reducing into one act all the acts relating to the military service; this was done under a resolution of the House of Representatives, requiring the Secretary of War to prepare and report to the House such an act. During the time that I was so employed I was allowed a compensation of three dollars a day, (to the best of my recollection,) which was paid to me out of the appropriation for the "contingencies of the army," and was in addition to my pay and emoluments as an officer of the army.

A. MORDECAI, *Capt. Ordnance.*

J. G. Totten's deposition.

Interrogatories propounded to Col. Joseph G. Totten, of the corps of engineers, on the part of the defendant, in the case of the United States against Charles Gratiot, now pending in the circuit court of the United States, at St. Louis, in the State of Missouri.

1st. What station or office do you now fill, and how long has it been since you entered the public service, and in what corps of the army of the United States did you first enter?

2d. State what compensation you received from the Government of the United States, for preparing the estimates for the navy yard at Pensacola; what period of the time was embraced by you in preparing the same, and for which said allowance was made; and what station in the engineer corps you held at the time; and whether you did not receive the pay, &c., transportation, or other

allowances, attached to your rank, for the same period of time you were engaged in preparing said estimates. State, also, the amount received by you, and when paid, and from what department.

In answer to the first interrogatory I reply, that I am now colonel of the corps of engineers; that I entered the military service as a cadet in the year 1802. In the year 1805 I was made second lieutenant of engineers, and, with the exception of about two years, I have been in the corps of engineers ever since.

In answer to the 2d interrogatory I reply, that I received, on the 9th of April, 1838, from the Secretary of the Navy, through the Treasurer of the United States, for preparing estimates for the navy yard at Pensacola, the sum of $1,750. I entered upon the work at the request of the Secretary of War, and the payment was the result of an agreement with the Secretary of the Navy to the following effect, viz: That, supposing the objects of the visit to Pensacola could be accomplished within two months, I was to receive as compensation in full, fifteen hundred dollars; and if more than two months were required, then, in addition to fifteen hundred dollars for the first two months, I was to receive at the rate of five hundred dollars per month during the time subsequently employed therein. The time consumed in proceeding to Pensacola, in examinations there, and in returning to my post, was two months and twenty-eight days; but as I did not go thither by the mail route, and was occupied a few days at Pensacola in making inspections as an engineer officer under orders of the Engineer Department, I deducted thirteen days from the above time, and was paid for two months and fifteen days. During the time I was employed as above, I received all my pay, transportation, and all other allowances pertaining to my then rank as lieutenant colonel of engineers. The investigation of the above subject commenced on the 27th of November, 1837, and terminated on the 23d day of February, 1838, both days inclusive.

JOS. G. TOTTEN, *Col. and Chief Eng.*

W. B. Lewis's deposition.

Interrogatories propounded on the part of Charles Gratiot, defendant.

1st. What office or station do you fill under the Government of the United States? How long have you filled the same? Do you know any thing of the settlement of the accounts of the various officers, civil, military, and naval in the public service, or any of them? Are you acquainted generally with the different bureaux of the different departments in which said accounts are settled, and by whom settled?

[To this interrogatory the Solicitor of the Treasury objected, as noted below.]

To the above interrogatory the deponent, William B. Lewis, an-

swers, that he is now 2d Auditor of the Treasury Department, which office he has filled since the 22d of March, 1829; that he has a knowledge of the settlement of the accounts of the officers of the army for their pay and emoluments, exclusive of their allowance for fuel, and quarters, and transportation of baggage, and the superintendents, agents, and others employed in the Indian department; that he is acquainted, generally only, with the bureaux of the War Department, and with them only as the channel of transmission of the various accounts above mentioned to the 2d Auditor's office, where the adjustment and settlement is required by law to be made.

2d. State what has been the usage of the Government, and the accounting officers, so far as the same comes under your knowledge, in allowing compensation for services performed by the orders of the President or the Heads of Departments, by officers either civil, military, naval, or otherwise, extra of and distinct from their official [duties] as such officers, and so far as the files or records in your office will show ?

[To this interrogatory the Solicitor of the Treasury objected, as noted below.]

To the 2d interrogatory the deponent answers, that previous to the passage of the act of 3d March, 1835, entitled "An act making additional appropriations for the Delaware breakwater, and for certain harbors, and removing obstructions in and at the mouth of certain rivers for the year 1835, the usage of the accounting officers, so far as the same has come under his knowledge, has been to allow extra compensation for services performed by the orders of the President or the Secretary of War, when authorised by law, or by orders or regulations of the Secretary made in conformity to law. And that subsequent to the date of the above named act, and pursuant to the proviso in said act, as construed by the Attorney General, and promulgated by the War Department prohibiting the allowance of extra compensation, no such allowances have been passed, within my knowledge, to officers of the army or others, for services rendered subsequent to the date of said act.

3d. State what has been the usage of the Government, and the accounting officers, so far as you know or can ascertain, in allowing compensation for extra and distinct services by the officers named in the 2d interrogatory, and in the manner therein named, and the full pay of said officer or officers both at and for the same time; and also what has been the usage in such cases as to allowing both the pay and an allowance for the extra and distinct service to the same person for the same period of time ?

[To this interrogatory the Solicitor of the Treasury objected, as noted below.]

In answer to the 3d interrogatory the deponent states, that, in all cases where allowances have been made for extra compensation, as described in the answer to the 2d interrogatory, such allowance did not conflict with or diminish the regular pay and emol-

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uments, or salary to which the claimant may have been entitled as an officer of the army or agent of the Indian department.

4th. State what officers, or other persons in the service of the United States, have been paid for services extra and distinct from the official duties incumbent upon them under their regular commission or office; and at the same time, or for the same period of time, who were also paid their full pay as said officer, &c. State also whether there be any written evidence of said payments in both capacities within your department or control, or that you can have access to, and what that evidence is, and where it can be had, and to whom application must be made if you cannot give the same. State the name of each case alluded to in this interrogatory, the amount paid in each case as for extra service, the amount received and paid for salary or pay, and the time when each was paid, and the nature of the extra service for which the compensation was allowed, and the office held by the officer or person to whom it was so allowed.

[To this interrogatory the Solicitor of the Treasury objected, as noted below.]

As an answer to the 4th interrogatory, the deponent refers to the accompanying statement of sundry allowances to officers of the army, and of the Indian department, for services extra and distinct from the official duties incumbent upon them, and at the same time for which they respectively received their full pay as said officers; together with the copies of the written evidence of each payment as on the files of the 2d Auditor's office; which is hereunto annexed, and made part of this deposition. He, the said deponent, further states, that the files of his office may possess other instances of similar allowances, but having no recollection of them, and possessing no distinct clue, he is unable to answer further in relation thereto, without a minute examination of all the accounts and vouchers, which would consume much time, &c.

5th. If you cannot give the information asked in the last, or any of the preceding interrogatories in every instance required, state in what bureau, in what department of the Government, and from whom the information not given by you may be obtained?

[To this interrogatory the Solicitor of the Treasury objected, as noted below.]

In answer to the 5th interrogatory, the deponent can only refer for information to the other departments of the Government having cognizance of the settlements of the accounts of the officers of other branches of the public service not specially referred to in the preceding answers; and to the 3d Auditor for information concerning that portion of the emoluments and allowances to officers of the army which are not adjusted in the 2d Auditor's office.

6th. State what officers of the engineer corps received an extra compensation under the regulation of the War Department, dated 10th August, 1818; when, and for how long they received the same,

and for what services; and also whether they received their regular pay as such officers for the same time?

[To this interrogatory the Solicitor of the Treasury objected, as noted below.]

In answer to the 6th interrogatory the deponent states, that, from the records of the 2d Auditor's office, it is shown that Captain A. Mordecai received an extra compensation under the regulations of the War Department, dated 10th August, 1818, as assistant to chief engineer, from 30th April, 1828, to 24th September, 1830, and from 6th November, 1830, to 31st May, 1832; that Lieutenant William H. C. Bartlett received a similar compensation for like services, from 2d June, 1832, to 30th September, 1833; and that both of the above named officers received the regular pay and emoluments of their rank for the same periods.

7th. Look at document No. 244 of the House of Representatives of the United States, transmitted by the Secretary of War upon the 1st of March, 1839, and purporting to be a report made by you in reply to a resolution of the House of Representatives of the 14th January, 1839, and state whether all the facts therein stated by you, and the statements made therein, are true; and whether the printed sheets are true copies of your report so made, and attach the same to your answer as a part of the same?

[To this interrogatory the Solicitor of the Treasury objected, as noted below.]

In answer to the 7th interrogatory the deponent states, that the facts and statements exhibited in document No. 244, above referred to, are true to the best of his knowledge and belief; that he has carefully examined and compared with the original the printed copy of said document, which is hereunto annexed and made part of this deposition, and find it to be a true copy.

W. B. LEWIS, *2d Aud. of the Treasury.*

25th Congress, 3d Sess. Doc. No. 244. Ho. of Reps. War Dept.

Superintendents Indian Affairs—Allowance.

Letter from the Secretary of War, in reply to the resolution of the House of Representatives of the 14th of January last, in relation to compensation to Superintendents of Indian affairs, &c.

March 3d, 1839—Read and laid upon the table.

WAR DEPARTMENT, *March* 1, 1839.

Sir: I respectfully transmit the accompanying report of the 2d Auditor, which contains all the information in the power of this Department to furnish in reply to the resolution of the House of Representatives of the 14th ultimo, (January,) calling for "a statement of all allowances made prior to the 30th of June, 1834, as an

annual compensation for the services of superintendents of Indian affairs, who were such in virtue of holding the office of governor of secretary of any of the Territories of the United States," &c.

Very respectfully, your most obedient servant,

J. R. POINSETT.

Hon. JAMES K. POLK,
Speaker of the House of Representatives.

TREASURY DEPARTMENT,

Second Auditor's Office, Feb. 16, 1839.

Sir: In reply to the resolution of the House of Representatives of the 14th ultimo, and which was referred to this office, requiring "a statement of all allowances made, prior to the 30th June, 1834, as an annual compensation for the services of superintendents of Indian affairs, who were such in virtue of holding the office of governor or secretary of any of the Territories of the United States; exhibiting the name of the person to whom made, his office, (whether governor or secretary,) the name of the Territory, the period for which the allowance was made, the rate per annum, and the amount allowed to each; and also to state under what law or regulation such allowances were made;" I have the honor to submit the following tabular statement:

Synopsis of allowances made to Governors and Secretaries of Territories to cover expenses incurred on account of their Superintendency of Indian Affairs, for office-rent, clerk-hire, fuel, &c.

Governors.	Secretaries acting Governors.	Territory.	Period for which the allowance was made.	Rate per annum.	Amount allowed to each.	Law or Regulation under which the allowance was made.
Wm. Clark -	-	Missouri	From Oct. 1, 1818, to May 31, 1821	$1,500	$4,000 00	Allowed by Mr. Calhoun, in accordance with a previous decision of Mr. Armstrong, Secretary of War, out of appropriation for Indian Department.
Lewis Cass -	-	Michigan	From Oct. 9, 1813, to May 29, 1822, 10 rations per day, at 20 cts. each.	730	6,610 00	Allowed by Mr. Calhoun, Secretary of War.
Lewis Cass -	-	Michigan	From Oct. 9, 1813, to July 31, 1831	1,500	26,715 00	Do. do. do.
					$33,325 00	
Geo. B. Porter -	-	Michigan	From Aug. 6, 1831, to July 6, 1834	1,500	$4,378 00	Allowed by L. Cass, do.
	W. Woodbridge	Michigan	For 3 years and 25 days, between June 9, 1815, and Aug. 28, 1827.	1,500	$4,602 74	Allowed by John Robb, acting Secretary of War.
	S. T. Mason -	Michigan	For the year 1833 - - -	1,000	$1,000 00	Allowed by L. Cass, Secretary of War.
Wm. P. Duval	-	Florida	From April 17, to Sept. 30, 1822 -	1,500	684 06	Allowed by Mr. Calhoun, do.
Wm. P. Duval	-	Florida	From Sept. 30, 1822, to Decem. 31, 1825.	750	2,437 50	Do. do. do.
Wm. P. Duval	-	Florida	From Decem. 31, 1825, to April 17, 1834.	850	7,052 05	Allowed by James Barbour, do.
					$10,173 61	
	George Walton	Florida	From October 8, 1821, to June 21, 1822, and from Decem. 23, 1822, to April 26, 1823, and from January 14, to November 21, 1825.	750	1,422 19	Allowed by Mr. Calhoun, do.

SYNOPSIS—Continued.

Governors.	Secretaries acting Governors.	Territory.	Period for which the allowance was made.	Rate per annum.	Amount allowed to each.	Law or Regulation under which the allowance was made.
	George Walton	Florida	From Sept. 22, to Dec. 23, 1822 -	$1,500	$382 19	Allowed by Mr. Calhoun, Secretary of War.
					$1,804 38	
	J. D. Westcott	Florida	For 1 year, 8 months, 4 days, composed of short periods between June 15, 1829, and March 25, 1834.	750	1,260 19	Allowed by Mr. Poinsett, do.
	J. D. Westcott	Florida	For 2 months 21 days, within same period.	1,500	341 89	Do. do. do.
					$1,602 08	
James Miller -	-	Arkansas	From July 4, 1819, to March 31, 1822	1,500	4,115 41	Allowed by Mr. Calhoun, do.
James Miller -	-	Arkansas	From March 31, 1822, to Sept. 30, 1824.	750	1,875 00	Do. do. do.
					$5,990 41	
George Izzard	-	Aakansas	From March 4, 1825, to Nov. 22, 1828	750	2,787 85	Allowed by Mr. Baabour, do.
John Pope -	-	Arkansas	From March 9, to Sept. 8, 1829 -	750	375 00	Allowed by J. H. Eaton, do.
John Pope -	-	Arkansas	From Jan. 1, 1832, to June 30, 1834	500	1,250 00	Allowed by L. Cass, do.
					$1,625 00	
	W. S. Fulton -	Arkansas	For 2 years 4 months, made of short periods during the years 1830, 1831, and 1832.	500	$1,666 67	Allowed by Mr. Butler, Secretary of War, ad interim.

The records of this office in relation to Indian affairs, do not extend farther back than 1816. The reason why the statement of allowances to Governor Cass appears to be an exception, is that they were not made until 1818, and 1821; soon after which time the accounts pertaining to Indian affairs were settled in this office.

These allowances doubtless, are the ones contemplated by the resolution, but it may be questioned whether upon a strict construction, they would come within its purview. The resolution asks for a statement of allowances made, as an annual compensation for the services of superintendents of Indian affairs; whereas the annual allowances made to governors, and secretaries of Territories, as superintendents, were not made for their services, but to cover their expenses, incurred for office rent, clerk hire, fuel, &c.

"The act making it the duty of the Territorial governors, to act as superintendents of Indian affairs," says Mr. Calhoun, Secretary of War, in a letter of the 11th of June, 1822, to Governor Duval, "affixes no compensation for duty; it nevertheless has been usual to allow the expense, which they may incur in performing their duty, and extra compensation for extra duty, (that is, such as is not attached to them as superintendents) when it has been performed." And again to the same, the 27th May, 1823, he says: "It does not appear that any specific annual allowance was ever made to any governor of a Territory, for the performance of the duties of superintendent of Indian affairs as such. In the three cases mentioned,[alluding to those of Governors Clark, Cass and Miller,] it was intended to secure the governors against loss by the performance of such duties, and as extra compensation for the performance of extra duties."

In relation to "the law or regulation under which the allowances were made," I beg leave to add what Mr. Calhoun says to Governor Duval, the 20th April, 1824, and which remarks have a general as well as a special application. "There is no allowance made by law, other than for your salary as governor, for the performance of your duty as superintendent, but it is made as a matter of justice out of the appropriation on account of Indian affairs; no allowance of course can be made by the department, but to cover the expense which may be incidentally incurred in the performance of such duty."

All of said allowances were made by the Secretary of War, out of the appropriation for the Indian department; and even since a specific appropriation has been made for contingencies, they have been paid out of that fund.

Previously to the year 1822, there was but one general appropriation for the current expenses of the Indian department, and which before the organization of the present form of government, was disbursed under orders and resolutions of Congress, by the superintendent of finance or the board of Treasury.

The President of the United States, appears to have been charged at a very early period, with *with* management of the Indian affairs,

and on the 7th August, 1789, in the act establishing the War Department, it is provided that the Secretary thereof, shall among other duties, perform and execute "such as shall from time to time be enjoined on or intrusted to him by the President of the United States, relative to Indian affairs."

Until 1822, the appropriations for the Indian department were made as part of those for the military service.

There appears to be no act of Congress, placing in positive terms the contingent fund of the Indian department, at the disposal of the Secretary of War; but from the establishment of the department he has exercised undisputed control over that appropriation, both, while the Indian affairs were regarded as part of the military service and since their separation.

In 1793, General Knox, then Secretary of War, asked for an appropriation for contingencies, both for the army and the Indian department; assigning as a reason therefor, that "it has been generally considered as wise to appropriate a sum for casualties;" that the expenses of the Indian department were then, "as difficult to be previously calculated as those of the army;" and further remarks that "futurity being inscrutible to the limited faculties of man, he is unable to ascertain the form or value of demands which have not, and which never may have any existence."

As it is impossible then to anticipate the various incidents which may call for expenditures in this department, it would seem indispensible that a sum should be placed at its disposal to meet such demands. Time and experience however have shewn, how the number of these incidents may be greatly diminished; and it has been found to be unnecessary to appropriate for contingencies more than a third part of the amount formerly appropriated. The importance of a contingent fund at the disposal of the Secretary of War, though recommended to be made as small as possible, is recognised and approved by the committee on Indian affairs of the House of Representatives, in the very able report of the Hon. H. Everett, the 20th May, 1834; nor does that report controvert the propriety of such control previously exercised. The Senate of the United States also, in the case of Wm. Woodbridge, which came before them in the session of 1832—3, admit such authority of the Secretary of War.

With regard specially to the cases stated in the foregoing table, and which are the subject of this report, I have to observe that Mr. Calhoun, in a letter of the 9th February, 1822, to the Speaker of the House of Representatives, says, with reference to the allowances made to Governors Clark and Cass: "The governors of Territories are by law superintendents of Indian affairs, within the territory, whose duties extend to a general control over the agents and other officers of the Indian department within the territory, but do not extend to the performance of the duties assigned to agents, nor the disbursements on account of the expenses of the department within the superintendency. These latter duties as well as the former,

having been assigned to Governor Clark, he was allowed by the direction of General Armstrong, $1,500 per annum, for their performance and the expense attending the same. The duties of Governor Cass have been equally extended beyond those belonging to him as superintendent. There being no agent within the peninsula of Michigan, the duties of an agent to the tribes residing within its limits necessarily devolved on him; and the disbursements of his superintendency, (to which the agencies in Ohio, and Indianna, with the exception of that at Vincennes, were attached, as it was found to be inconvenient to separate them from the general control, which as superintendent he had over the Indians, in that quarter) were made through him. Under these circumstances, it was thought just to extend the decision which had been made in the case of Governor Clark, to Governor Cass, to which was added an allowance, supposed to be equal to the expense necessarily attending the intercourse with the Indians, at a point to which there is so great a resort of Indians as Detroit, and where from the neighborhood of the adjoining province of Canada, it is necessary to extend to them greater liberality and attention than at any other place."

The account of Governor Cass, in which the allowance was made to him, bears the following endorsement by Mr. Calhoun, dated 2d November, 1821, viz: "In addition to the ten rations a day which have been allowed Governor Cass, on account of the great expense which has attended his intercourse with the Indians, as superintendent, he will be allowed in full of all expenses and charges for extra duty as superintendent, the same compensation as that which was made to Governor Clark; his expenses as superintendent, and claims for extra services being considered equal to the amount allowed." And in the letter above referred to he also observes: "The duties which Governor Cass performed as superintendent being similar to those of Governor Clark, but more extensive, and in their performance attended with greater expense, in the adjustment of his account referrence was had to the allowance which had been made to the latter, making such additional allowance as the difference in the two cases and a regard to equity required." The allowance of ten rations (at twenty cents each) per day, was discontinued from the 29th May, 1822, and that of $1,500 per annum only, was continued to Governor Cass.

In his letter to Governor Duval of the 27th May, 1823, before referred to, the Secretary says, in relation to the cases of Governors Clark, Cass, and Miller: "For some time previous to the appointment of General Clark as governor of the Missouri Territory, he acted under the authority of the President as agent of Indian affairs at St. Louis, with a salary of $1,500 per annum; and during which time no allowance was made to the gentleman who preceeded him as governor of the Territory on account of the duties performed by him as superintendent of Indian affairs. But at the assumption of the duties of governor in 1813, by General Clark, the office of agent for Indian affairs was abolished, and the duties and

authorities which were vested in him were thereafter placed in the governor, who for the performance of the same, as well for the clerk hire, office rent, &c., for the Indian department, was allowed the salary previously given to the agent. The governor of the Missouri Territory by this arrangement, not only had to perform the duties of Indian agent at St. Louis, where the intercourse with the Indians has always great, but has also the control of all the Indian agencies on the Missouri, which rendered his duties in the Indian department highly responsible and laborious; and in consequence of which the specific allowance of $1,500 a year was made to him as before stated, the whole of which was for incidental expenses necessarily incurred, or for extra compensation for extra services.

"The same may be said as to the compensation of the govenor of the Michigan Territory, who has under his control as superintendent of Indian affairs, several Indian agencies, several of which are located within the limits of the Territory, and the duties of which he is not bound by law to perform. Besides superintending the agencies, he is charged with the immediate performance of the duties of agent, for the Indians residing within the peninsula of Michigan; with paying the annuities, which are to be paid by treaty at Detroit, amounting to a large sum and involving a heavy pecuniary responsibility; with the expense of attending to the numerous Indians that resort to that place; and with preventing the intercourse of the Indians within our limits with the British provinces; for which extra duties as well as for clerk hire, office rent, &c., the specific allowance of $1,500 was deemed not more than an adequate compensation, and is believed to be not much more than sufficient to cover his actual expenses.

"When General Miller entered on the duties of governor of the Arkansas Territory, there was no agent to attend to the Osages and Quapaws, and he had a difficult negotiation to effect between the Cherokees and Osages, who were at war, which required great personal exertions and expense, in making long journies to meet these tribes for that purpose. Under these circumstances the same allowance was at first made to him; but since a treaty of peace has been concluded between the Cherokees and Osages, and the trouble and expense have in consequence become less, the allowance has been reduced to one half, and is intended to cover all incidental expenses, as well as for extra duty performed as agent to the Osages and Quapaws, who have no agent in paying their annuities, &c."

As it respects the allowance to Governor Duval, he says in the same letter: "It is true that the specific sum ($1,500) charged has been allowed to Governors Clark, Cass, and Miller; but the allowance was made to them under peculiar circumstances, which are not considered at all applicable to your superintendency. I am perfectly willing, however, to place you on a footing with respect to compensation, with the governors of every other Territory, who have acted as superintendents of Indian affairs; that is to al-

low you (if it should be necessary, in the discharge of your duties as superintendent of Indian affairs, to keep an office and employ a clerk,) a reasonable sum for that purpose, and also the expenses which you may necessarily incur in your intercourse with the Indians." And again to the same, on the 25th of October, 1823, he says: "For the time past, when there was no Indian agent for Florida, an allowance will be made to you as superintendent at the rate of $1,500 per annum, which is the rate of compensation allowed to the Indian agent now authorised by law. Since the appointment of an Indian agent for the Territory in virtue of the authority above-mentioned, and for the future, an allowance will be made to you at the rate of $750 per annum, which is intended to cover the expenses of clerk hire, office rent, and all others necessarily incurred by you in your intercourse with the Indians, that being the same amount, as is allowed to the governor of the Arkansas Territory, and is considered a fair compensation for all expenses incurred by him of a similar nature."

And on the 11th of January, 1826, Thomas L. McKenney, then at the head of the Indian bureau, writes to Governor Duval, under the authority of the Secretary of War (Mr. Barbour,) to this effect, viz: "You will be allowed also at the rate of one hundred dollars per annum for office rent and stationary; this sum you will add in your returns as a contingent item, which will be acted on with your quarterly accounts."

This additional hundred dollars made the annual allowance of Governor Duval amount to $850, as appears in the foregoing table.

The allowance to George Walton, secretary and acting governor of Florida, was made by the Secretary of War, (Mr. Calhoun,) per letter of the 21st of October, 1823, from which the following is an extract, viz: "For the time you acted as superintendent, when there was no Indian agent in Florida, an allowance will be made at the rate of $1,500 per annum, which is the rate of compensation allowed to the Indian agent by law.

"For the time you acted while there was an Indian agent in Florida, an allowance will be made at the rate of $750 per annum, that being the amount now allowed to the governor of the Arkansas Territory, and is considered as a fair compensation for the expenses necessarily incurred by him in his intercourse with the Indians."

Wm. Woodbridge, Esq., secretary for Michigan, preferred his claim to Congress at the session of 1832–'33, for services as acting superintendent of Indian affairs, rendered at sundry times during the absence of the governor.

The Senate of the United States, on the occasion, adopted a resolution recommended by the committee on the Judiciary, to which it had been referred, to this effect: "That there appears to be equity in the case of the petitioner, but as it is believed, that by the established usage of the department, it is competent for the Secretary of War to settle the claim, the committee (ask to) be discharged."

After this, on the 8th of February, 1833, the President directed the claim to be settled "in the same manner as the claim of the secretary of Florida was settled." The opinion of the Attorney General (Mr. Taney) was then requested by the Secretary of War, which on the 25th May, 1833, was given as follows, viz: "In answer to your inquiry in relation to the claim of Wm. Woodbridge, I have the honor to state, that I think the War Department may lawfully make him an allowance for the services for which he claims compensation;" and on the 14th June, 1833, the claim was allowed by John Robb, Esq., acting Secretary of War.

James D. Wescott, secretary of Florida.—His claim was recommended for allowance to the Secretary of War by the commissioner of Indian affairs, the 30th June, 1838; and the cases of Mr. Walton and Mr. Woodbridge were referred to as precedents. It was for services rendered as superindendent during the absence of the governor, and was allowed by the Secretary of War agreeably to the recommendation of the commissioner of Indian affairs.

The allowance to Mr. Mason was made to cover his expenses and services, as well for his superintendency without as within the Territory.

The allowance to Mr. Fulton, secretary of Arkansas, was made the 8th May, 1837, by the Secretary of War *ad interim*, for his services rendered as superintendent in the absence of the governor; the Secretary deeming the claim equitable, and the precedents such as abundantly to justify the act.

I have thought it proper to make the foregoing explanations in justification of the accounting officers for admitting allowances not expressly authorized by law, but just in themselves, and sanctioned by usage growing out of necessity, and tacitly acquiesced in by the Government from its organization.

I have the honor to be with much respect, your obedient servant,

W. B. LEWIS.

Hon. J. R. POINSETT, *Secretary of War*.

The United States to Lewis Cass, Dr., for his services in superintending the Indian Agencies of Piqua, in Ohio; of Fort Wayne, in Indiana; and of Chicago, in Illinois; at $250 each per annum, for the years 1822, 1823, 1824, 1825, 1826, and 1828 - $5,250 00

Disbursing in the same years, and for the same agencies, the sum of $364,942 29, at 2 1-2 per cent - 9,123 55

$14,373 55

LEWIS CASS.

Governor Cass having voluntarily proposed to accept an annual salary of $1,500, for the seven years mentioned in the above account, and amounting to the sum of $10,500, as a commutation for both the claims therein specified, the offer is deemed reasonable, and he will accordingly be allowed the said sum of $10,500 in full sa-

tisfaction of the services and commissions on disbursements as above specified.

Endorsed. "The within is in the handwriting of Gen. Porter, Secretary of War, and given to me by him in February, 1829, as his opinion upon my claim.
April 27, 1831. L. CASS."

WASHINGTON, *November* 26, 1828.

SIR: By the several acts of Congress establishing Territorial Governments, the governors of Territories are constituted ex-officio superintendents of Indian affairs therein. Their general duties are nowhere regulated by law, and they are consequently legally bound to discharge such only as appear to be fairly deducible from the terms above quoted. These would appear to relate to a general superintendency over all persons and objects connected with our Indian affairs, leaving the details and ordinary intercourse with the Indians to the agents and other persons employed in the department. I consider myself, therefore, under a legal obligation to superintend in the Territory of Michigan, the general concerns relating to these objects, and to exercise a controlling authority subject to the revision of the War Department over all persons in this branch of the public service. And for the performance of these duties, I claim no extra compensation, and have never received any. But by the instructions of the War Department, I have been called upon to perform, and have performed other and important and responsible duties, which no law imposed upon me.

1. I have disbursed to the agents within the Territory, all the funds required by them for the public service.

2. I have made all disbursements at Detroit, which the varied and extensive relations arising out of our intercourse with the Indians at that important point rendered necessary, amounting since 1821, to near $300,000.

3. I have discharged the duties of Indian agent at Detroit, and yet continue to discharge them. Of the nature and extent and responsibility of these duties, it would occupy too much of your time to enter into a full consideration. There is probably no point in the Union, where more Indians actually resort, nor one where our relations with them are more important and complicated, in consequence of the vicinity of the British headquarters of the Indian department. There the Indians annually assemble for presents and advice. My house and garden and orchard are frequently filled with them, and the loss and expense they cost me, can only be fully appreciated by those who are acquainted with their manners and customs. But I prefer no claim for these extra services and expenses, I am willing to leave them as they are. There is, however, one branch of the duties imposed upon me by the War Department, for the performance of which I must now submit a claim for your consideration.

The agencies of Piqua, in Ohio; of Fort Wayne, now Eel river, in Indiana; of Chicago, in Illinois; and a part of the sub-agency of the Maumee, in Ohio; are placed under my superintendency—my duties to them are:

1. To correspond with the agents and War Department on all subjects of doubt or difficulty; to give general, and in many cases, special instructions to the agents, and to superintend and direct the general concerns of the Department.

1. In relation to Indian trade;

2. In relation to Indian intercourse;

3. In relation to the introduction of spirituous liquors into the Indian country;

4. In relation to questions on subjects submitted by the agents or others;

5. In relation to claims for damages under the intercourse laws, both by our own citizens and the Indians;

6. In relation to a great variety of other subjects too tedious to enumerate, and too much disconnected for a proper classification.

2. I am required to examine and report upon all the accounts, vouchers, and abstracts and estimates of these officers. Books for each agency are kept, in which these documents are recorded. The estimates of the agents are received quarterly, and, if incorrect, are corrected, and when correct, are transmitted semi-annually to the War Department for examination and consideration. The accounts are investigated, and if any objection appears, they are either rejected or sent back for explanation or alteration, as circumstances may require. A minute examination and report is strictly enjoined upon me by the War Department. After passing upon the accounts which require an investigation of the various items, the necessary arithmetical calculations, a comparison with preceding accounts, and their entry in the books, they are forwarded to the department for final decision. In like manner the annual abstracts are prepared, examined, and transmitted.

3. I supply all these agents with funds, and since 1821 I have disbursed to the three agents and the sub-agent, I have stated not less than $500,000. The responsibility of transmitting these funds, a portion of which is in specie for the annuites, and is sent through the Indian country on pack horses, and all of which is sent through an unsettled country, devolves upon me, and I have also to encounter the responsibility and expense and delay of the settlement at the Treasury of the accounts for these payments. A commission of 2 1-2 per cent., the usual compensation for the disbursement of money in cases where that duty is not enjoined by law, would give me for this branch of my services since 1821 upwards of $12,000.

I will not fatigue you with a long detail of facts, I have stated succinctly the nature of the claim, and I would observe besides, that no other superintendent of Indian affairs is in the same situation with myself, or can prefer a claim upon the same ground, as no other superintends agencies which he is not required by law to superintend.

I add for your information that in 1812, an allowance of $750 was made to General Hull for superintending the agency of Fort Wayne in the years 1809–10 and 11, and this at a time when not a dollar was disbursed by him for that agency, nor an account examined, and when the duties of a superintendent were nominal compared with what they are now.

I have the honor to be, very respectfully, your ob't servant,

Endorsed, LEWIS CASS.

Hon. PETER B. PORTER, *Secretary of War.*

DEPARTMENT OF WAR, *Dec. 6th*, 1828.

Respectfully submitted (by request of Governor Cass) to the Attorney General for his opinion as to the legality of the governor's claims, founded on services relating to agencies out of the Territory of Michigan, of which Territory only, he, as governor, is ex-officio, superintendent.

P. B. PORTER.

OFFICE OF THE ATTORNEY GENERAL OF THE U. S.,
December 12th, 1828.

SIR: I understand the facts stated in Governor Cass' letter of the 26th November, to be admitted, and if so, I can perceive no ground on which his claim can be properly resisted. His salary as governor is a compensation for his services as governor. But the services for which he claims, do not belong to his duty as governor of the Michigan Territory; and having been employed by the Government to perform these services, he has a fair claim for them on the principles of a *quantum meruit*. The facts conceded, his right, I think, *I think*, is undeniable.

I have the have the honor to remain, sir, your ob't serv't,

(Signed) WM. WIRT.

The Hon. P. B. PORTER, *Secretary of War.*

Endorsed. I hereby certify that the within is a true copy from the , on file in this office.

In witness whereof I have hereunto subscribed my name,
[L. S.] and caused the seal of the War Office to be affixed, this 13th day of March, 1830.

JOHN H. EATON.

I do not consider that I have any thing to do with this claim of Governor Cass. It is a claim which was submitted to the Secretary of War, General Porter, in December, 1828, and by him referred to the Attorney General. On the 12th December, the Attorney General decides upon the legality of the allowance in a written opinion returned to the Secretary of War. Whereupon, General Porter, in his own handwriting directs Governor Cass to be credited with the sum of $10,500.

I do not conceive that it is proper for one administration to set aside the executed and performed acts of a precedent one. Such a course of action would make constantly one set of men to re-examine, and if they pleased to set aside the acts of those who have gone before. Doing and undoing, settling and unsettling, would consequently become the order and rule of each succeeding administration.

30th April, 1831. J. H. EATON.

Appropriation.

No. 9656. For arrearages of the Indian Department prior to 1829, per act of 27th January, 1831 - - $10,500

TREASURY DEPARTMENT,
Second Auditor's Office, 30*th April*, 1831.

I certify that there is due from the United States to Lewis Cass, governor of Michigan Territory, superintendent ex-officio of Indian affairs, the sum of ten thousand five hundred dollars, being the amount of his account for extra services performed by him in superintending from 1822 to 1828, both years inclusive, Indian agencies out of the Territory of Michigan, and which are not incumbent on him as superintendant ex-officio, &c., as per decision of the Hon. P. B. Porter, late Secretary of War, as appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

W. B. LEWIS, *Second Auditor.*

To JAMES B. THORNTON, Esq.,
Second Comptroller of the Treasury.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above, this 30th day of April, 1831.
J. B. THORNTON, *Second Comptroller.*

Extract from the report of the Second Auditor of the Treasury Department, of 5th December, 1837. Certified and admitted by the Second Comptroller on the 7th Dec., 1837.

I certify that I have examined and adjusted the account of Lewis Cass, late governor of Michigan, and ex-officio superintendent of Indian affairs, and find that he is entitled to credit for this amount; for extra services in superintending Indian agencies, not in the Territory of Michigan, in the years 1829, 1830, and for the first seven months of the year 1831 - - - - - $3,875 00

And for office rent &c., from 1st January, to 1st August, 1831 - - - - - - - - - - - 875 00

$4,750 00

Extract from the account of Wm. Clark, superintendent of Indian affairs, settled 18th August, 1819.

For amount allowed for clerk hire, house rent, &c., from 1st October, 1818, to 31st March, 1819, at $1,500 per annum $750 00
(Endorsed.) "Approved, J. C. C."

For compensation allowed for house rent, clerk-hire, &c., from 1 April, 1819, to 1 April, 1820, at $1,500 per annum $1,500 00

For compensation allowed for house rent, clerk-hire, &c., from 1st April, 1820, to 1st July, at $1,500 per annum - $375 00

Dr. The United States, to ——— ———. To subsistence for myself from 1st Nov., 1833, to 23d Feb., 1834, 115 days, at 5 rations per day, 575 rations, at 20 cts - - - $115 00

I certify that I was in the command in the locating of Creek lands during the period charged, and by the written declaration of the Secretary of War, was to receive double rations while on said duty.
J. J. ABERT, *Lt. Col. Engs.*

I certify that the above amount of $115 00 is a correct statement of the rations which Col. Abert would have been entitled to had he remained for the period charged, in command of the bureau at Washington.
T. P. ANDREWS,
Paymaster U. S. Army.

The Secretary decided that this allowance should be taken from the appropriation for locating, &c., the Creek lands.
J. J. ABERT, *Lt. Col. Engs.*

Feb. 23d, 1834.

Extract from the instructions of the Secretary of War, to the commissioners for locating the Creek lands, dated War Department, Oct. 14, 1834.

Col. Abert will receive, in addition to all his present military allowances, his expenses, and such a sum as may hereafter appear equitable. True extract from the original.
J. J. ABERT, *Lt. Col. Engs.*

Washington, Feb. 28th, 1834.

United States Dr. to John J. Abert. To per diem as chief of the topographical bureau, from the 18th Oct., 1833, to the 20th day of Feb., 1834, 126 days, at $1 25 per day - - $157 50

I certify that above account is correct, and that I have not been paid any part thereof for the period charged, and that the same is a part of my military allowances while stationed at Washington.
J. J. ABERT,
Lt. Col. Top. Engs.

United States, Dr. to John J. Abert. To services in locating and certifying to Creek lands, from the 16th of October, 1833, to the 20th day of February, 1834, inclusive, being 129 days, at $5 per day - - - - - - - $645 00

Allowed. L. C. 12th March, 1834.

United States, Dr. to John J. Abert. To expenses from Washington to Alabama, and back to Washington, and to expenses during an absence of about four months on the duty of locating the Creek lands - - - - - - - $395 00

I certify, on honor, that the foregoing amount of $395 00 is a correct statement of all expenses incurred by me in execution of the duty aforesaid, and that said expenses were incurred on said duty, and were necessary to its correct execution.

J. J. ABERT,
Lt. Col. Top. Engs., and locating agent.

March 12th, 1834.

United States, Dr. to John J. Abert. To extra services in continuation of the duties of locating agent, in making returns of locations, examining Creek contracts, Creek claims, and other duties connected with Indian affairs, from the 1st March, to the 30th September, 1834, inclusive, being 214 days, at $1 75 per day $374 50

It is expressly understood, that any further assistance required of Col. Abert, at Washington, in the settlement of these Creek affairs, will be rendered without additional charge.

J. J. ABERT, *Lt. Col. Top. Engs.*

Allowed. L. C.

Dr. *The United States, to Lieut. Col. J. J. Abert, Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts..	
Pay—							
For myself - -	1 Nov. 1833	28 Feb. 1834	4	-	75 00	300 00	
For two private servants, not soldiers -	do	do	4	-	16 00	64 00	
Do. Do.	3 Mar. 1833	31 Oct. 1833	7	28	4 00	31 60	
Forage—							
For 4 horses - -	1 Nov. 1833	28 Feb. 1834	4	-	8 00	32 00	$128 short—paid $96, charged in Paymaster Randall's account, settled Sept. 1835.
Clothing—							
For two private servants, not soldiers -	do	do	4	-	5 00	20 00	

Subsistence—	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
					Cts.		
For myself for — y'rs service - -	120	5	600	Washington.	20	120 00	
Do. Do. 24 Feb. 1833 do	5	5	25		20	5 00	
For two private servants, not soldiers - 1 Nov. 1833 do	120	2	240		20	48 00	
						620 60	

I hereby certify that the foregoing account is accurate and just; that I have not received pay or drawn rations, forage, or clothing, in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horses and private servants for the whole of the time charged, and that I did not, during the time so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department for the time charged for; that for the time I have charged double rations, as an engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for, and that no officer within knowledge has a right to claim or does claim, for said services or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States' service in the army for the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster T. P. Andrews, and to the 31st day of October, 1833.

I at the same time acknowledge that I have received of T. P. Andrews, paymaster, this 28th day of February, 1834, the sum of six hundred and twenty dollars and sixty cents, being the amount and in full of said account.

(Signed duplicates,) JOHN J. ABERT,
Lt. Col. Top. Engs.

Description of Servants.						
Name.	Complexion.	Height.		Eyes.	Hair.	
		Feet.	Inches			
Bill.	Dark.	5	6	Dark.	Dark.	
Ann.	Yellow.	4	5	Yellow.	Yellow.	

Pay -	$395 60
Subsistence -	173 00
Forage - -	32 00
Clothing - -	20 00
Amount	$620 60

Dr. *The United States to Robert Butler, Adjutant General of the Southern Division.*

On what account.	Commencement and expiration.		Term of service changed.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1 April 1818	31 Oct. 1818	7	-	90 00	630 00	
For two private servants, not soldiers -	do	do	7	-	10 00	70 00	
Forage—							
For five horses -	do	30 Sept. 1818	6	-	40 00	240 00	
" four " -	1 Oct. 1818	31 Oct. 1818	1	-	32 00	32 00	
Clothing—							
For two private servants, not soldiers -	1 April 1818	do	7	-	6 20	43 40	

Subsistence—	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.	
					Cts.	
For myself, for — years service - -	214	6	1284	S. Division.	20	256 80
For two private servants, not soldiers -	214	2	428		20	85 60
						1,357 80

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged, and that I did not, during the term so charged, or any part thereof, keep or employ as waiters or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for: that for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for, and that no officer, within my knowledge, has a right to claim or does claim for said services, or for any part of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in the command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station, for the time I have charged extra rations; that I am not in arrears with the United States on any account whatsoever, and that the last payment received was from Paymaster Cary Nicholas, B. P. M., and to the 31st day of March, 1818. I at the same time acknowledge that I have received from Cary Nicholas, B. paymaster, this 31st day of October, 1818, the sum of thirteen hundred and fifty-seven dollars and eighty cents, being the amount and in full of said account.

(Signed duplicates,) ROBERT BUTLER.

Description of Servants.						
Name.	Complex'n.	Height.		Eyes.	Hair.	
		Feet.	Inches			
						Pay - $700 00 Subsistence - 342 40 Forage - 272 00 Clothing - 43 40 Amount $1,357 80

Appropriation for holding Treaties with the Indians.

The United States in account with Col. Robert Butler, Dr. For this amount allowed him by virtue of the decision of the Secretary of War, being for his services as secretary to General A. Jackson and Governor J. Shelby, commissioners to treat with the Chickasaw nation of Indians, from the 20th September, 1818, to 31st October, 1818, equal to 42 days, at $5 per diem, being the time

charged by General Jackson for his services as commissioner, as per endorsement by the Secretary of War, on the statement of Col. Butler herewith filed, marked B - - $210 00

For his allowance in virtue of the aforesaid decision for expenses incurred at Philadelphia and on his journey to Florence, as per the above statement - - 39 00

$249 00

TREASURY DEPARTMENT,
2d Auditor's Office, 16*th September*, 1819.
WM. STEWART, *Clerk.*

SECOND COMPTROLLER'S OFFICE, 17*th September*, 1819.
Examined by JOS. HINKLEY, *Clerk.*

Copy of a letter from Colonel Robert Butler to the Secretary of War, on file in the Office of the Second Auditor.

NASHVILLE, *August* 24, 1819.

SIR: I had the honor to address you on the 14th instant, enclosing the deeds of conveyance for the Colbert's reservations, acted on agreeably to your instructions. I herewith enclose you my accounts as secretary to the treaty, accompanied with my appointment by the commissioners.

The account is made out conformably to an understanding with you while at the city, in relation to allowance for expenses while in the cities of Washington and Philadelphia. I will be obliged to you if you will direct the auditor, in allowing the accounts, to transfer the amount of my account in the quartermaster's department to the 3d auditor's office, to have the same closed, and forward me the balance; or if the whole should be sent me here, that I can deposite to the credit of the Treasurer of the United States the sum due; either course will suit me.

I have the honor to be, very respectfully, your most obedient servant,

ROBERT BUTLER.

The Hon. J. C. CALHOUN, *Secretary of War.*

Endorsed on the said letter is the following in the handwriting of the Hon. John C. Calhoun, then Secretary of War:

"MR. LEE: The secretary to the commissioners to hold the Chickasaw treaty was to receive $5 per diem for the time actually engaged. General Jackson charges from the 20th September till the 31st October, and Col. Butler will be allowed for the same time, at $5 per diem; he will also be allowed $39 for expenses incurred while at Philadelphia, and on his journey to Florence."

The United States in account with John H. Eaton, Indian Commissioner, 1830. To treaties held with the Chickasaw and Choctaw tribes of Indians, by request of the President of the United States, to wit:

Mileage to Wheeling,	265	miles	*	
" Cincinnati,	260	"		
" Louisville,	150	"		
" Nashville,	180	"		
" Franklin,	18	"		
" Florence,	100	"		
" Columbus, Miss.	121	"		
" Dancing Rabbit,	54	"		
	1148	miles		
Double mileage - -	1148	"		2296

To wit: 2296 miles, a 40 cents, is -	$918 40	
14 days with the Chickasaws tribe, at $8 per day - -	112 00	
14 days at Dancing Rabbit -	112 00	
5 with the secretary arranging journal and accounts - -	40 00	
1833. January 14.		
8 days with the Chickasaw tribe at Washington by request of the Secretary of War - -	64 00	$1,246 40
* Deduct 28 miles: the distance by the P. O. book being 497, instead of 525 miles - -		11 20
		$1,235 20

JOHN H. EATON.

This account is allowed. The claim being in conformity to the settled usages of the department. August 5, 1833.

JOHN ROBB, *Act'g Sec. War.*

Governor Eaton having requested my concurrence in the within decision, it is hereby given, as I have no doubt of the justice of the claim: though I consider the allowance fully sanctioned by the Acting Secretary of War, whose authority in the matter was complete. September 1, 1835. LEWIS CASS.

The within claim of J. H. Eaton for $1,235 20, to be paid by Captain Th. Hunt, disbursing agent, &c., (on the report of the 2d Auditor, &c.,) out of the funds in his hands for an exchange of lands with the Indians.

OFFICE INDIAN AFFAIRS, *July 8th*, 1836.

C. A. HARRIS, *Commissioner.*

Approved, 8th July, 1836. L. C.

Dr. The United States in account current with John Pope, Superintendent of Indian Affairs. Cr.

By amount of his salary from 1st January, 1832, to the 30th July, 1834, at the rate of $500 00 per annum - $1,291 67

Allowed in settlement of July 1st, 1835.

Dr. *The United States to Surgeon T. Lawson, United States Army.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	31st Dec., 1835	1st June, 1836	5	-	50 00	250 00	
For two private servants, not soldiers -	do	do	5	-	12 00	60 00	
Forage—							
For three horses -	do	do	5	-	24 00	104 00	Two months forage for one horse drawn in kind.
Clothing—							
For two private servants, not soldiers	do	do	5	-	5 00	25 00	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—					Cts.		
For myself - -	152	8	1216	N. Or. and Fld'a.	20	243 20	
For two private servants, not soldiers -	152	-	304		20	60 80	

Gratiot vs. United States.

5 145.

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any of the time therein charged; that I actually employed and kept in service, the horse and private servants for the whole of the time charged, and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank agreeably to law and regulation; that I was actually in the command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty, for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army, for the number of years stated in the charge for the extra rations; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster C. Mapes, and to the month of December, 1835. I at the same time acknowledge that I have received of C. Mapes, paymaster, this 1st day of June, 1836, the sum of seven hundred and forty dollars, being the amount and in full of said account.

TH. LAWSON, *Surgeon.*

Description of servants.						Pay. Subsistence. Forage. Clothing.
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			Amount $
David - Lewis -	Slave. do					

An officer of the army on furlough volunteered in a corps of State troops, and served a campaign in Florida in the service United States. He was duly commissioned by the governor of the State, (in a different grade and capacity from his rank in the United

States army,) and was mustered for payment as the other officers, &c., of the corps, were.

Is he entitled to pay in both capacities?

PAYMASTER GENERAL'S OFFICE,
Washington, April 13, 1837.

If the officer was on furlough, he ought to be paid for his services as a volunteer, and I am willing to admit it.

ALBION K. PARRIS, *Comptroller*.

I certify that I was on furlough or leave of absence as surgeon United States army, from 3d February to 15th May, 1836.

TH. LAWSON,
Late Lieutenant Colonel, Louisiana Volunteers.

Washington, 27th April, 1837.

Dr. *The United States to Lieut. Col. Thomas Lawson, Louisiana Volunteers, in service U. S. Florida.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	3d Feb., 1836.	15th May, 1836.	3	13	60 00	204 74	
For two private servants, not soldiers -	do	do	3	13	12 00	40 90	See field and staff roll of Col. P. F. Smith's regiment Louisiana volunteers.
Forage—							
For three horses -	do	do	3	13	24 00	73 88	Pay Mr. Mape's account.
Clothing—							
For two private servants, not soldiers -	do	do	3	13	5 00	17 05	Forage drawn in kind for one horse for one month—February 1836.

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.	
					Cts.	
Subsistence—						
For myself for — years service - -	102	5	510	N. Orleans.	20	102 00
For two private servants, not soldiers -	102	2	204		20	40 80
						479 41

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in the command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim or does claim for said services, or any part of the period charged for; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank agreeably to law and regulation; that I was actually in the command of a company for the whole time additional pay is charged; that I was actually in the command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States' service in the army, for the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster ———, and to the —— day of ——, 18—. I at the same time acknowledge that I have received of Daniel Randall, paymaster, this 27th day of April, 1837, the sum of four hundred and seventy-nine dollars and forty-one cents, being the amount in full of said account.

Signed duplicates.

TH. LAWSON,
Lieut. Colonel Louisiana Volunteers.

Description of servants.						Pay. Subsistence. Forage. Clothing
Name.	Complex'n	Height.		Eyes.	Hair.	Amount $
		Feet.	Inches.			

Dr. *The United States to Dr. Benjamin King, Surgeon General, ad interim.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	18th Oct. 1836	31st Dec. 1836	2	14	208 33	510 74	A vacancy having occurred in the office of Surgeon General of the United States, by the death of the late incumbent, I do hereby authorize and empower Benjamin King to perform the duties of that office until a successor be appointed, or such vacancy be otherwise filled. October 18, 1836. Signed ANDREW JACKSON.
Forage—							
For — horses.							
Clothing—							
For — private servants, not soldiers.							
			No. of rations.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.
Subsistence—							
For myself for — years' service.							Recorded in Department of State, 2d December, 1836.
For — private serv'ts, not soldiers.							A true copy from the original in my possession. BENJ. KING, *Surgeon Gen. ad int.*
						510 74	

582.

I hereby certify, that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That, for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for, and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank agreeably to law and regulation; that I was actually in the command of a company for the whole time additional pay is charged for; that I have been in the United States' service in the army for the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever, and that the last payment I received was from Paymaster ———, and to the —— day of 18—. I at the same time acknowledge that I have received of Daniel Randall, paymaster, this 10th day of February, 1837, the sum of five hundred and ten dollars seventy-four cents, being the amount and in full of said account.

Signed duplicates. BENJAMIN KING.

Description of servants.						Pay. Subsistence. Forage. Clothing.
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
						Amount $

Endorsement on the foregoing account.

"I consider Dr. King entitled to the emoluments of Surgeon General, so long as he shall continue to perform the duties under the acting appointment, there being no other officer entitled to them.

A. K. PARRIS, *Compt.*"

Dr. *The United States to Benjamin King, Assistant Surgeon.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.			Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.			Dolls. Cts.	
Pay—									
For myself - -	1st October, 1836	30th Nov. 1836	2	-	40 00			80 00	This voucher was suspended in settlement of Paymaster Randall's accounts, and charged to Dr. King in Oct. 1838. It was subsequently allowed him, per endorsement as follows:
For 1 private servant, not soldier - -	do	do	2	-	6 00			12 00	
Forage—									
For 2 horses - -	do	do	2	-	16 00			32 00	
Clothing—									
For 1 private servant, not soldier - -	do	do	2	-	2 50			5 00	
			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—									
For myself for – years' service - - -	do	do	61	8	488	Washington.	Cts. 20	97 60	
For 1 private servant, not soldier - -	do	do	61	1	61		20	12 20	
								238 80	

2d Compt's Office,
11*th June*, 1839.

Respectfully referred to the 2d Auditor.

In pursuance of the opinion of the Attorney General and the decision of the Secretary of War, I am willing to allow an account for the pay, &c., of Dr. King, as assistant surgeon, agreeably to the opinion of General Macomb, sanctioned by the Secretary of War.

A. K. P.

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing, in kind or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged. That for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, and agreeably to law and regulation; that I was actually in the command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States' service in the army for the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster T. P. Andrews, and to include the month of September, 1836. I at the same time acknowledge that I have received of Daniel Randall, paymaster, this 2d day of December, 1836, the sum of two hundred and thirty-eight dollars and eighty cents, being the amount and in full of said account.

BENJAMIN KING, *Assist. Surg'n.*

Description of servants.						Pay. Subsistence. Forage. Clothing.
Name.	Complex'n	Height. Feet.	Height. Inches	Eyes.	Hair.	Amount $
Joshua	Black			Black	Black	

Dr. *The United States to Major T. Cross, Acting Quartermaster General, U. S. A.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.		Amount.	Remarks.
	From	To	Months.	Days.	Dolls.	Cts.	Dolls. Cts.	
Pay—								
For myself - -	23d July, 1836	23d July, 1837	12	-	104	00	1,248 00	
For 3 private servants, not soldiers - -	do	do	12	-	18	00	216 00	
Forage—								
For 5 horses - -	do	do	12	-	40	00	480 00	
Clothing—								
For 3 private servants, not soldiers - -	do	do	12	-	7	50	90 00	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—							Cts.		
For myself - -	do	do	365	12	4,380	Wash'ton, D. C.	20	876 00	
Do. - - -	do	do	365	12	4,380		20	876 00	As in charge of the Quartermaster's General department and bureau.
For 3 private servants, not soldiers - -	do	do	365	3	1,095		20	219 00	
								4,005 00	

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged the extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time the additional ration is charged for; that I have been in the United States service in the army for the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from paymaster never paid before in this capacity, and to the day of , 18 . I at the the same time acknowledge, that I have received of T. P. Andrews, paymaster, this 25th day of July, 1837, the sum of four thousand and five dollars, being the amount and in full of said account.

Signed duplicates.

T. CROSS,
Acting Quartermaster General.

Description of servants.						
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
Charles -	Black.					
David -	Do.					
Sarah -	Do.					

Pay - -	$1,464 00
Subsistence -	1,971 00
Forage - -	480 00
Clothing - -	90 00
Amount	$4,050 00

TREASURY DEPARTMENT,
Second Comptroller's Office, July 24, 1837.

The Attorney General having decided that Major Cross is entitled to the emoluments of the office of Quartermaster General during the time of his performing the duties thereof in the absence of General Jesup, payments to Major Cross, in conformity to that opinion, will be admitted.

Signed ALBION K. PARRIS,
Comptroller.

Dr. *The United States to Major T Cross, Quartermaster U. S. A.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	23d July, 1836	28th Feb., 1837	7	9	60 00	437 41	
For 2 private servants, not soldiers - -	do	do	7	9	16 00	116 64	
Forage—							
Forage for 4 horses -	do	do	7	9	32 00	233 28	
Clothing—							
For 2 private servants, not soldiers - -	do	do	7	9	5 00	36 45	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'ns		
Subsistence—									
For myself for years' service - - -	do	do	221	4	884	-	20	176 80	
For 2 private servants, not soldiers - -	do	do	221	2	442	-	20	88 40	
								1,088 98	

Grubiot vs. United States.

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I hereby certify that the foregoing account is accurate and just; that I have not received pay or drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in the command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from paymaster T. P. Andrews, and to the 22d July, 1836. I at the same time acknowledge, that I have received of D. Randall, paymaster, this 15th day of March, 1837, the sum of one thousand and eighty-eight dollars ninety-eight cents, being the amount and in full of said account.

Signed duplicates.

T. CROSS,
Major and Quartermaster U. S. A.

Description of servants.						Pay. Subsistence. Forage. Clothing.
Name.	Complex'n	Height.		Eyes.	Hair.	Amount $
		Feet.	Inches			
Charles Davy	Blackman Blackman					

The United States to Major General W. Scott, commissioner, &c. for extra expenses incurred while acting as commissioner under the Cherokee treaty, &c., from April to November, 1838, 244 days, inclusive, for which no vouchers have been procured to file with the account and memorandum of daily expenses; but the whole expenses ascertained to be $358 71.

I certify that the above account is just, and that the sum of $358 71 is due to me for extra expenses as charged.

WINFIELD SCOTT.

Washington, 27th Feb., 1839.

The above account allowed under the 10th and 13th sections of the law of 30th June, 1834; for although the account is general, yet as the travelling expenses of General Scott between April and November, and going from Washington to the Cherokee country must be very moderately computed not to exceed the above sum, I think it should be paid.

T. HARTLEY CRAWFORD.

Charge contingencies.

Treasury Department, 2d Auditor's Office, 22d March, 1839.

CHS. W. FORREST, *Clk.*

Treasury Department, 2d Comptroller's Office, March 25, 1839.

JNO. DAVIS, *Clk.*

WAR DEPARTMENT,
Washington, July 11, 1836.

Captain Cooper, of the 4th regiment of artillery, will, during the absence of Brevet Major Garland, take charge of the clothing bureau; and should Major Garland leave his present situation permanently, Captain Cooper will be considered as appointed to relieve him.

LEW. CASS.

Dr. *The United States to Captain S. Cooper, 4th Regiment Artillery.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st March, 1837	30th June, 1838	16	-	40 00	640 00	
For 1 private servant, not soldier - -	do	do	16	-	6 00	96 00	
Forage—							
For – horses.							
Clothing—							
For 1 private servant, not soldier - -	do	do	16	-	2 50	40 00	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—									
For myself for – years service - - -	do	do	487	4	1,948	Wash'ton, D. C.	Cts. 20	389 60	
Do. - - -	do	26th June, 1837	118	4	472		20	94 40	Double rations, in charge of clothing bureau.
For 1 private servant, not soldier - -	do	30th June, 1838	487	1	487		20	97 40	
								1,357 40	

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on tographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for, and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from paymaster D. Randall, and to the last day of February, 1837. I at the same time I acknowledge, that I have received of T. P. Andrews, paymaster, this 15th day of August, 1838, the sum of thirteen hundred fifty-seven dollars and forty cents, being the amount and in full of said account.

Signed duplicates. S. COOPER, *Capt. 4th Artillery.*

Description of servants.						Pay - -	$736 00
Name.	Complex'n	Height.		Eyes.	Hair.	Subsistence	581 40
		Feet.	Inches			Forage.	
						Clothing -	40 00
Henry	Blackman					Amount	$1,357 40

United States Dr. to J. J. Abert, commissioner.

To per diem from the 4th May to the 18th July, inclusive, being 76 days, at $8 per day, as a commissioner to carry into effect the Creek treaty of March, 1832 - -	$608 00
To mileage from Washington to the Creek agency and back to Washington, 1,544 miles, at $5 for every 20 miles - - - - - - - - - -	385 80
	$1,093 80

I certify that the above account is correct.

J. J. ABERT, *Comm'r.*

Allowed.

JOHN ROBB,
Acting Secretary of War.

July 22, 1833.

Charge to appropriation, per account 20th Feb., 1833, for treaty transportation and contingencies.

Office Indian Affairs, July 22d, 1833.

D. KURTZ.

United States Dr. to John J. Abert, commissioner to the Creek Indians, in May, June, and July, 1833, to mileage for 1,544 miles, at $3 for every 20 miles, being the difference between five and eight dollars—five dollars having been before charged, and being according to precedents in similar cases, $231 60.

I certify that the above account is correct, and that the journey as charged was performed by me.

J. J. ABERT,
Lieut. Col. and Commissioner.

Allowed. L. C.

Dr. *The United States to Br. Col. J. G. Totten, Lt. Col. U. S. Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Nov. 1837	31st Dec., 1837	2	-	60 00	121 00	
For two private servants, not soldiers -	do	do	2	-	12 00	24 00	
Forage—							
For three horses -	do	do	2	-	24 00	48 00	
Clothing—							
For wo private servants, not soldiers -	do	do	2	-	5 00	10 00	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—									
For myself, for – years service - -	do	do	61	10	610	F't Adams' Newport Harbor, R. I.	cts. 20	122 00	
For two private servants, not soldiers -	do	do	61	2	122		20	24 40	
								348 40	

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographieal duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty and had a command according to my brevet rank, agreeably to law and regulations; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster Herring, and to the 31st day of October, 1837.

I at the same acknowledge, that I have received of D. S. Townsend, Paymaster, this 1st day of January, 1838, the sum of three hundred and forty-eight dollars and forty cents, being the amount and in full of said account.

Signed duplicates. JOS. G. TOTTEN,
Lt. Col. Engs. Brevet Col.

Descscription of servants.						
Names.	Complex'n.	Height.		Eyes.	Hair.	Pay. Subsistence. Forage. Clothing.
		Feet.	Inches			
Mary Denman.	Light.	5	3	Blue.	Brown.	Amount $
Isaac.	Black.	5	10	Black.	Black.	

Dr. *The United States to Brevet Col. J. G. Totten, Lt. Col. U. S. Engineers.*

On what account	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Jan., 1838	28th Feb., 1838	2	-	60 00	120 00	
For two private servants, not soldiers -	do	do	2	-	12 00	24 00	
Forage—							
For two horses -	do	do	2	-	24 00	48 00	
Clothing—							
For two private servants, not soldiers -	do	do	2	-	5 00	10 00	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
					cts.		
Subsistence—							
For myself - -	59	10	590	F. Adams, Newport Harbor, R.I.	20	118 00	
For two private servants, not soldiers -	59	2	118		20	23 60	
						343 60	

Gratiot. vs. United States.

5 Feb. 1840.

Dr. *The United States to Capt. Richard Delafield Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Jan., 1829	30th June, 1829	6	-	40 00	240 00	
Ditto - -	24th May, 1828	31st May, 1828	-	8	10 00	2 58	Difference of pay between 1st lieutenant and captain.
For 1 private servant, not soldier -	1st Jan., 1829	30th June, 1829	6	-	5 00	30 00	
Forage—							
For — horses							
Clothing—							
For private servant, not soldier -	do	do	6	-	2 50	15 00	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—							Cts.		
For myself - -	do	do	181	4	724	Fort Jackson, La.	20	144 80	
Ditto - -	1st Aug., 1828	do	334	4	1336		20	267 20	Double rations, as commanding or senior engineer officer.
For 1 private servant, not soldier -	1st Jan., 1829	do	181	1	181		20	36 20	
								735 78	

I hereby certify that the foregoing account is accurate and just; that I have not received pay, drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer, within my knowledge, has a right to claim or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a sepatate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster Thomas Wright, and to the 31st day of December, 1828. I at the same time acknowledge, that I have received of Major D. Randall, paymaster, this 30th day of June, 1829, the sum of seven hundred and thirty-five dollars and seventy-eight cents, being the amount and in full of said account.

Signed duplicates. RICHARD DELAFIELD,
Captain of Engineers.

Description of servant.						Pay. Subsistence. Forage. Clothing.
Name.	Complex'n.	Height.		Eyes.	Hair.	
		Feet.	Inches.			
Peter.	Black.	5		Black.	Black.	Amount $

Dr. *The United States to Capt. Richard Delafield, Engineer Corps.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st July, 1829	31st Dec., 1829	6	-	40 00	240 00	
For 1 private servant, not soldier -	do	do	6	-	5 00	30 00	
Forage—							
For — horses							
Clothing—							
For 1 private servant, not soldier -	do	do	6	-	2 50	15 00	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—					Cts.		
For myself - -	184	8	1472	Ft. Jackson, La.	20	294 40	See order of the War Department, of 1st August, 1828.
For 1 private servant, not soldier -	184	1	184	Ft. Jackson, La.	20	36 80	
						616 20	

I certify that I was charged with the construction of Fort Jackson, La., during the time charged in this account.

R. DELAFIELD,
Capt. Engineers.

I hereby cetify that the foregoing account is accurate and just; that I have not drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment I was actually and legally appointed, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer, within my knowledge, has a right to claim or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster D. Randall, and to the 30th day of June, 1829. I at the same time acknowledge, that I have received of D. Randall, paymaster, this 20th day of January, 1830, the sum of six hundred and sixteen dollars and twenty cents, being the amount and in full of said account.

Signed duplicates. RICHARD DELAFIELD,
Captain Engineers.

Description of servant.						
Name.	Complex'n.	Height.		Eyes.	Hair.	Pay. Subsistence. Forage. Clothing.
		Feet.	Inches.			
Bryent.	Light.	5	10	Blue.	Red.	Amount - $

Dr. *The United States to Capt. Richard Delafield, Engineer Corps.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st July, 1829	31st Dec., 1829	6	-	40 00	240 00	
For 1 private servant, not soldier -	do	do	6	-	5 00	30 00	
Forage—							
For — horses							
Clothing—							
For 1 private servant, not soldier -	do	do	6	-	2 50	15 00	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—					Cts.		
For myself - -	184	8	1472	Ft. Jackson, La.	20	294 40	See order of the War Department, of 1st August, 1828.
For 1 private servant, not soldier -	184	1	184	Ft. Jackson, La.	20	36 80	
						616 20	

I certify that I was charged with the construction of Fort Jackson, La., during the time charged in this account.

R. DELAFIELD,
Capt. Engineers.

I hereby cetify that the foregoing account is accurate and just; that I have not drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment I was actually and legally appointed, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer, within my knowledge, has a right to claim or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster D. Randall, and to the 30th day of June, 1829. I at the same time acknowledge, that I have received of D. Randall, paymaster, this 20th day of January, 1830, the sum of six hundred and sixteen dollars and twenty cents, being the amount and in full of said account.

Signed duplicates. RICHARD DELAFIELD,
Captain Engineers.

Description of servant.						
Name.	Complex'n.	Height.		Eyes.	Hair.	Pay. Subsistence. Forage. Clothing.
		Feet.	Inches.			
Bryent.	Light.	5	10	Blue.	Red.	Amount - $

Dr. the United States to Wm. H. C. Bartlett, lieutenant of engineers, for per diem allowance while on bureau duty in the office of the chief engineer, at Washington city, from the 1st Feb., 1833, to 28th Feb., 1833, 28 days, at $1 25, $35 00.

I certify on honor that the above account is correct; that I have not been on furlough for any part of the time charged; and that I am not in arrears to the United States on any account whatever.

WM. H. C. BARTLETT,
Lieut. and Assist. to Chief Eng'r.

Received, Washington, Feb. 28, 1833, of Major Trueman Cross, quartermaster U. S. army, the sum of thirty-five dollars, in full of the above account.

Signed in duplicate. WM. H. C. BARTLETT,
Lieut. and Assist. to Chief Eng'r.

NOTE.—Lieut. Bartlett received per diem allowance (as above) from 2d July, 1832, to 20th Sept., 1833.

Dr. *The United States to William H. C. Bartlett, 2d Lieutenant Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.		Amount.	Remarks.
	From	To	Months.	Days.	Dolls.	Cts.	Dolls. Cts.	
Pay—								
For myself - -	1st Feb., 1833	28th Feb., 1833	1	-	25	00	25 00	
For one private servant, not soldier -	do	do	1	-	5	00	5 00	
Forage—								
For — horses.								
Clothing—								
For one private servant, not soldier -	do	do	1	-	2	50	2 50	
			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.	
Subsistence—							Cts.	
For myself for — years service - -	do	do	28	4	112	Wash'ton, D. C.	20	22 40
For one private servant, not soldier -	do	do	28	1	28		20	5 60
								60 50

Gratiot vs. United States.

5 G3.

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment I actually held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from paymaster E. Kirby, and to the 31st day of January, 1833. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, this 28th day of February, 1833, the sum of sixty dollars and fifty cents, being the amount and in full of said account.

Signed duplicates. WM. H. C. BARTLETT,
*Lieut. of Engineers.**

Description of servants.						
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches.			
Eli	Black	4	8	Black	Black	

Pay - -	$30 00
Subsistence } - Forage.	28 00
Clothing -	2 30
Amount	$60 30

* Endorsed on said account is the following note—Lieut. Wm. H. C. Bartlett received his regular pay and emoluments as Lieutenant of Engineers, from 2d July, 1832, to 20th September, 1833, the period during which he received extra allowance as a bureau officer.

Dr. the United States to Lieut. Alfred Mordecai, for per diem allowance while on bureau duty in the office of the chief engineer at Washington city, from the 1st July, 1828, to the 30th September, 1828, 92 days, at $1 25, $115 00.

I certify on honor that the above account is correct; that I have not been on furlough for any part of the time charged; and that I am not indebted to the United States on any account whatever.

A. MORDECAI,
Lieut. Engineers.

Received, Washington, October 28, 1828, of Major T. Cross, quartermaster U. S. army, the sum of one hundred and fifteen dollars in full of the above account.

Signed in duplicate. A. MORDECAI,
Lieut. Eng'r, Assist. to Chief Eng'r.

Captain Mordecai received a per diem allowance (as above) from 20th April, 1828, to 24th September, 1830, and from 6th November, 1830, to 31st May, 1832.

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment I actually held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from paymaster E. Kirby, and to the 31st day of January, 1833. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, this 28th day of February, 1833, the sum of sixty dollars and fifty cents, being the amount and in full of said account.

Signed duplicates. WM. H. C. BARTLETT,
*Lieut. of Engineers.**

Description of servants.						Pay - -	$30 00
Name.	Complex'n	Height.		Eyes.	Hair.	Subsistence	28 00
		Feet.	Inches.			Forage.	
						Clothing -	2 30
						Amount	$60 30
Eli	Black	4	8	Black	Black		

* Endorsed on said account is the following note—Lieut. Wm. H. C. Bartlett received his regular pay and emoluments as Lieutenant of Engineers, from 2d July, 1832, to 20th September, 1833, the period during which he received extra allowance as a bureau officer.

Dr. the United States to Lieut. Alfred Mordecai, for per diem allowance while on bureau duty in the office of the chief engineer at Washington city, from the 1st July, 1828, to the 30th September, 1828, 92 days, at $1 25, $115 00.

I certify on honor that the above account is correct; that I have not been on furlough for any part of the time charged; and that I am not indebted to the United States on any account whatever.

A. MORDECAI,
Lieut. Engineers.

Received, Washington, October 28, 1828, of Major T. Cross, quartermaster U. S. army, the sum of one hundred and fifteen dollars in full of the above account.

Signed in duplicate. A. MORDECAI,
Lieut. Eng'r, Assist. to Chief Eng'r.

Captain Mordecai received a per diem allowance (as above) from 20th April, 1828, to 24th September, 1830, and from 6th November, 1830, to 31st May, 1832.

Dr. *The United States to 2d Lieut. Alfred Mordecai, of the Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st May, 1828	31st May, 1838	1	-	25 00	25 00	
For 1 private servant, not soldier - -	do	do	1	-	5 00	5 00	
Forage—							
For — horses.							
Clothing—							
For 1 private servant, not soldier - -	do	do	1	-	2 50	2 50	

Subsistence—			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
For myself for - years service - - -	do	do	31	3	93	Wash'ton, D. C.	Cts. 20	18 60	I have omitted for the present to charge the additional ration under the law of the 2d March, 1827; to which I, however, consider myself entitled.
For 1 private servant, not soldier - -	do	do	31	1	31		20	6 20	
								57 30	

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment I actually and legally held the appointment, and did duty in the department during the term charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, and agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from paymaster C. H. Smith, and to the 1st day of May, 1828. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, this 1st day of June, 1828, the sum of fifty-seven dollars and thirty cents, being the amount and in full of said account.

Signed duplicates. A. MORDECAI, *Lieut. Eng's.*

Description of servants.						
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
	Black man					

Pay - -	$30 00
Subsistence -	24 80
Forage.	
Clothing -	2 50
Amount	$57 30

Dr. *The United States to Alfred Mordecai, 2d Lieut. of the Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st July, 1828	31st July, 1828	1	-	25 00	25 00	
For 1 private servant, not soldier - -	do	do	1	-	5 00	5 00	
Forage—							
For — horses.							
Clothing—							
For 1 private servant, not soldier - -	do	do	1	-	2 50	2 50	

	No. of rations.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.	
Subsistence—					Cts.	
For myself for — years service - - -	do	do	31	3	93	Wash'ton, D. C.	20	18 60	
For 1 private servant, not soldier - -	do	do	31	1	31		20	6 20	
								57 30	

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant soldier, from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulations; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from paymaster T. P. Andrews, and to the 30th day of June, 1828. I at the same time acknowledge that I have received of T. P. Andews, paymaster, the sum of fifty-seven dollars and thirty cents, being the amount and in full of said account.

Signed duplicates. A. MORDECAI, *Lieut. Eng's.*

Description of servants.						
Name.	Complexion.	Height.		Eyes.	Hair.	
		Feet.	Inches			
Black	man.					

Pay -	$30 00
Subsistence -	24 80
Forage.	
Clothing - -	2 50
Amount	$57 30

Dr. *The United States to Alfred Mordecai, 2d Lieutenant Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Aug., 1828	31st Aug., 1828 both inclusive.	1	-	25 00	25 00	
For one private servant, not soldier -	do	do	1	-	5 00	5 00	
Forage—							
For —— horses.							
Clothing—							
For one private servant, not soldier -	do	do	1	-	2 50	2 50	

Subsistence—			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.	
For myself for – years service -	do	do	31	3	93	Washington, D. C.	Cts. 20	18 60
For one private servant, not soldier -	do	do	31	1	31	Washington, D. C.	20	6 20
								57 30

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of separate party or brigade on topographical duty of a strictly military character and according to regulations; that I was the actual and only commanding officer at the double ration post charged for, and that no officer within my knowledge has a right to claim or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster T. P. Andrews, and to the 31st day of July, 1828. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, this 1st day of September, 1828, the sum of fifty-seven dollars and thirty cents, being the amount and in full of said account.

Signed duplicates. A. MORDECAI,
Lieut. Eng'rs Ass't Ch'f Eng'r.

Description of Servants.						
Name.	Complex'n.	Height.		Eyes.	Hair.	
		Feet.	Inches			
	Blackman.					

Pay -	$30 00
Subsistence -	24 80
Forage.	
Clothing -	2 50
Amount	$57 30

Dr. *The United States to Alfred Mordecai, 2d Lieutenant Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service changed.		Pay per month.		Amount.	Remarks.
	From	To	Months.	Days.	Dolls.	Cts.	Dolls. Cts.	
Pay—								
For myself - -	Sept. 1st, 1828	Sept. 30th, 1828	1	-	25	00	25 00	
For one private servant, not soldier -	do	do	1	-	5	00	5 00	
Forage—								
For — horses.								
Clothing—								
For one private servant, not soldier -	do	do	1	-	2	50	2 50	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—							Cts.		
For myself - -	do	do	30	3	90	Washington, D. C.	20	18 00	
For one private servant, not soldier -	do	do.	30	1	30		20	6 00	
								36 50	

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the *the* term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character and according to regulations; that I was the actual and only commanding officer at the double ration post charged for, and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster T. P. Andrews, and to the 31st day of August, 1828. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, the 1st day of October, 1828, the sum of fifty-six dollars and fifty cents, being the amount and in full of said account.

Signed duplicates. A. MORDECAI,
Lieut. Eng'r Ass't Chief Eng'r.

Description of servants.						
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
	Colored man.					

Pay -	30 00
Subsistence -	24 00
Forage.	
Clothing -	2 50
Amount.	$56 50

On the foregoing account is the following endorsement, to wit:

NOTE.—Captain A. Mordecai received his regular pay and emoluments as an officer of the engineer corps durihg the same period that he received his per diem allowance as a bureau officer.

Dr. *The United States to Lieut. Col. W. K. Armistead, Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st April, 1818	31st Aug., 1818	5	–	60 00	300 00	
For 2 private servants, not soldiers - -	do	do	5	–	10 00	50 00	
Forage—							
For 3 horses - -	do	do	5	–	24 00	120 00	
Clothing—							
For 2 private servants, not soldiers - -	do	do	5	–	6 20	31 00	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'ns		
Subsistence—							Cts.		
For myself - -	do	do	153	5	765	Washington.	20	153 00	
For 2 private servants, not soldiers - -	do	do	153	2	306		20	61 20	
								715 20	

I hereby certify that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and *done* duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster Satterlee Clark, and to the 31st day of March, 1818. I at the same time acknowledge, that I have received of Paymaster Clark, this 31st day of August, 1818, the sum of seven hundred and fifteen dollars and twenty cents, being the amount in full of said account.

Signed duplicates. W. K. ARMISTEAD.

Description of servants.						Pay - -	$350 00
Name.	Complex'n	Height.		Eyes.	Hair.	Subsistence	214 20
		Feet.	Inches			Forage	120 00
						Clothing -	31 00
						Amount	$715 20
Jack	Black	5	6				
Melvina		5	3				

Dr. *The United States to Lieut. Col. W. K. Armistead, Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Nov., 1818	31st Dec., 1818	2	-	60 00	120 00	
For 2 private servants, not soldiers - -	do	do	2	-	10 00	20 00	
Forage—							
For 1 horse - -	do	do	2	-	8 00	16 00	
Clothing—							
For 2 private servants, not soldiers - -	do	do	2	-	6 20	12 40	

			No of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—								Cts.	
For myself -	do	do	61	5	305	Wash'ton, D. C.	20		61 00
For 2 private servants, not soldiers - -	do	do	61	2	122		20		24 40
									253 80

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and done duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge, has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty and had a command according to my brevet rank, agreeable to law and regulation; that I was actually in the command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster Satterlee Clark, and to the 31st day of October, 1818. I at the same time acknowledge, that I have received of Paymaster Clark, this 31st day of December, 1818, the sum of two hundred and fifty-three dollars and eighty cents, being the amount and in full of said account.

Signed duplicates. W. K. ARMISTEAD.

Description of servants.						
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
Jack -	Black.	5	6			
Mellville	Do.	4	3			

Pay - -	$140 00
Subsistence -	85 40
Forage - -	16 00
Clothing - -	12 40
Amount	$253 80

Dr. *The United States to Col. W. K. Armistead, Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Jan., 1819	28th Feb., 1819	2	-	75 00	150 00	
Ditto - -	12th Nov., 1818	31st Dec., 1818	1	14	15 00	22 50	Difference between lieutenant col. and colonel.
For 2 private servants, not soldiers -	1st Jan., 1819	28th Feb., 1819	2	-	10 00	20 00	
Forage—							
For 1 horse - -	do	do	2	-	8 00	16 00	
Clothing—							
For 2 private servants, not soldiers -	do	do	2	-	6 20	12 40	

Subsistence—			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
								Cts.	
For myself - -	do	do	59	12	708	Washington.	20	141 60	Double rations, by order of Secretary of War, received 5 rations per day for this time—entitled to 12.
Ditto - -	17th Nov., 1818	31st Dec., 1818	45	7	315		20	63 00	
For 2 private servants, not soldiers -	1st Jan., 1819	28th Feb., 1819	59	2	118		20	23 60	
								449 10	

607.

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of time therein charged; that I actually employed and kept in service the horse and private servant for the whole time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster Satterlee Clark, and to the 31st day of December, 1818. I at the same time acknowledge, that I have received of Paymaster Clark, this 28th day of February, 1819, the sum of four hundred and forty-nine dollars and ten cents, being the amount and in full of said account.

Signed duplicates. W. K. ARMISTEAD,
Col. Engineers.

Description of servants.						
Names.	Complex'n.	Height.		Eyes.	Hair.	
		Feet.	Inches.			
Jack -	Black.					
Melvina -	Black.	5	6			
		5	2			

Pay -	$192 50
Subsistence	228 20
Forage -	16 00
Clothing.	12 40
Amount	$449 10

Dr. *The United States to Captain Henry Smith, 6th Reg't Inf'y U. S. Army.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st July, 1836	31st Aug., 1836	2	-	40 00	80 00	
For one private servant, not soldier -	do	do	2	-	6 00	12 00	
Forage—							
For — horses.							
Clothing—							
For one private servant, not soldier -	do	do	2	-	2 50	5 00	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
						Cts.	
Subsistence—							
For myself - -	62	4	248	Monroe.	20	49 60	
For one private servant, not soldier -	62	1	62		20	12 40	
						159 00	

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatever; and that the last payment I received was from Paymaster B. F. Larned, and to the 30th day of June, 1836. I at the same time acknowledge, that I have received of Paymaster Larned, this 10th day of September, 1836, the sum of one hundred and fifty-nine dollars, being the amount and in full of said account.

Signed duplicates. H. SMITH, *Capt. 6th Reg't.*

Description of servant.						Pay. Subsistence. Forage. Clothing.
Name.	Complex'n.	Height.		Eyes.	Hair.	
		Feet.	Inches.			
John Ott -	White man					Amount $

Dr. *The United States to Captain Henry Smith, of the 6th Reg't of Infantry U. S. Army.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Sept., 1836	31st Oct., 1836	2	-	40 00	80 00	
For one private servant, not soldier -	do	do	2	-	6 00	12 00	
Forage—							
For — horses. -							
Clothing—							
For one private servant, not soldier -	do	do	2	-	2 50	5 00	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.	
					Cts.	
Subsistence—						
For myself - -	61	4	244	Monroe.	20	48 80
For one private servant, not soldier -	61	1	61		20	12 20
						158 00

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster B. F. Larned, and to the 31st day of August, 1836. I at the same time acknowledge, that I have received of B. F. Larned, paymaster, this 31st day of October, 1836, the sum of one hundred and fifty-eight dollars, being the amount and in full of said account.

Signed duplicates. H. SMITH, *Capt. 6th Reg't.*

Descscription of servant.						
Names.	Complex'n.	Height.		Eyes.	Hair.	Pay. Subsistence. Forage. Clothing.
		Feet.	Inches			
John Ott	White man					Amount $

Dr. *The United States to Major General W. Scott, U. S. Army.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st May, 1838	31st July, 1838	3	-	200 00	600 00	
For 4 private servants, not soldiers -	do	6th July, 1838	2	6	24 00	52 64	
Do. - -	7th July, 1838	31st July, 1838	2	25	28 00	22 57	Difference under new law.
Forage—							
For 7 horses -	1st May, 1838	do	3	-	56 00	168 00	
Clothing—							
For 4 private servants, not soldiers -	do	do	3	-	10 00	30 00	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—					Cts.		
For myself - -	92	30	2760	Fort Cass, E. Tenn.	20	550 00	
For 4 private servants, not soldiers -	92	4	368	Fort Cass, E. Tenn.	20	73 60	
						1,496 81	

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster T. P. Andrews, and to the 30th day of April, 1838. I at the same time acknowledge, that I have received of Paymaster Larned, this 31st day of July, 1838, the sum of fourteen hundred and ninety-six dollars and eighty-one cents, being the amount and in full of said account.

Signed duplicates. WINFIELD SCOTT.

Description of servants.						
Name.	Complex'n	Height.		Eyes.	Hair.	Pay. Subsistence. Forage. Clothing.
		Feet.	Inches			
Simeon	Black					Amount $
Thomas	Do					
Rachel	Mulatto					
David	Black					

Dr. *The United States to Major General W. Scott, United States Army.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Aug., 1838	30th Sept., 1838	2	-	200 00	400 00	
For four private servants, not soldiers -	do	do	2	-	28 00	56 00	Commanning Eastern division.
Forage—							
For 7 horsess - -	do	do	2	-	56 00	112 00	
Clothing—							
For four private servants, not soldiers -	do	do	2	-	10 00	20 00	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
							Cts.		
Subsistence—									
For myself - -	do	do	61	30	1,830	-	20	366 00	
For four private servants, not soldiers -	do	do	61	4	241	-	20	48 80	
								1,002 80	

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldiers from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That at the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and accordiag to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from paymaster B. F. Larned, and to the 31st day of July, 1838. I at the same time acknowledge, that I have received of paymaster R. Bennett, 30th September, 1838, the sum of one thousand two dollars and eighty cents, being the amount and in full of said account.

Signed duplicates. WINFIELD SCOTT.

Description of servants.						
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
Anthony	White					
David	Black					
Thomas	Do					
Rachel	Mulatto					

Pay - -	$456 00
Subsistence -	414 80
Forage - -	112 00
Clothing -	20 00
Amount	$1,002 80

Dr. *The United States to Winfield Scott, Brevet Major General United States Army.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Oct., 1838	31st Dec., 1838	3	-	200 00	600 00	
For 4 private servants, not soldiers - -	do	do	3	-	28 00	84 00	
Forage—							
For 7 horses - -	do	do	3	-	56 00	168 00	
Clothing—							
For 4 private servants, not soldiers - -	do	do	3	-	10 00	30 00	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—							Cts.		
For myself - -	do	do	92	30	2,760	New York.	20	552 00	Double rations.
For 4 private servants, not soldiers - -	do	do	92	4	368		20	73 60	Commanding E. division of the army.
								1,507 60	

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for: and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in the command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from paymaster, not remembered, and to September, 1838. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, this 17th day of January, 1839, the sum of fifteen hundred and seven dollars and sixty cents, being the amount and in full of said account.

Signed duplicates. WINFIELD SCOTT.

Description of servants.						
Name.	Complex'n.	Height.		Eyes.	Hair.	Pay. Subsistence. Forage. Clothing.
		Feet.	Inches.			
Simon	Black.					Amount - $
David	Do.					
Rachel	Do.					
Nannette	White.	5			Dark.	

Dr. *The United States to 2d Lieutenant R. E. Lee, Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Oct., 1834	31st Dec., 1834	3	-	25 00	75 00	
For 1 private servant, not soldier - -	do	do	3	-	6 00	18 00	
Clothing—							
For 1 private servant, not soldier - -	do	do	3	-	2 50	7 50	

			No. of rations.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subistence—							Cts.		
For myself - -	do	do	92	4	368	Fort Calhoun, & Wash'ton.	20	73 60	
Commanding engineer -	do	do	37	4	148		20	29 60	At Fort Calhoun, Hampton Roads, to 6th November.
For 1 private servant, not soldier - -	do	do	92	1	92		20	18 40	
								222 10	

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from paymaster C. H. Smith, and to the 30th day of September, 1834. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, this 19th day of January, 1835, the sum of two hundred and twenty-two dollars and ten cents, being the amount and in full of said account.

Signed duplicates. R. E. LEE, *Lieut. Engineers.*

Description of servants.						
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches.			
Dick	Dark	5	5	Dark	Dark.	

Pay - -	$93 00
Subsistence -	121 60
Forage.	
Clothing -	7 50
Amount	$222 10

Dr. *The United States, to 2d Lieutenant R. E. Lee, of the Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.		Amount.	Remarks.
	From	To	Months.	Days.	Dolls.	Cts.	Dolls. Cts..	
Pay—								
For myself - -	1st Jan., 1835	1st Feb., 1835	1	-	25	00	25 00	
For one private servant, not soldier -	do	do	1	-	6	00	6 00	
Clothing—								
For one private servant, not soldier -	do	do	1	-	2	50	2 50	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.	
					Cts.	
Subsistence—						
For myself - -	31	4	124	Washington.	20	24 80
For one private servant, not soldier -	31	1	31		20	6 20
						64 50

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, and agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra rations; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from paymaster T. P. Andrews, and to the 1st day of January, 1835. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, this 31st day of January, 1835, the sum of sixty-four dollars and fifty cents, being the amount and in full of said account.

Signed duplicates. R. E. LEE, *Lieut. Engs.*

Description of servant.						Pay - -	$31 00
Name.	Complex'n	Height.		Eyes.	Hair.	Subsistence -	31 00
		Feet.	Inches			Forage.	
						Clothing -	2 50
						Amount	$64 50
Dick.	Dark.	5	5	Dark.	Dark.		

Dr. *The United States to Lieutenant R. E. Lee, Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Feb., 1835	1st Mar., 1835	1	-	25 00	25 00	
For 1 private servant, not soldier - -	do	do	1	-	6 00	6 00	
Clothing—							
For 1 private servant, not soldier - -	do	do	1	-	2 50	2 50	

			No. of rations.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.	
Subistence—							Cts.	
For myself - -	do	do	28	4	112	Wash'ton, D C.	20	22 40
For 1 private servant, not soldier - -	do	do	28	1	28	Wash'ton, D C.	20	5 60
								61 50

609.

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge, has a right to claim or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster T. P. Andrews, and to the 1st day of February, 1835. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, this 28th day of February, 1835, the sum of sixty-one dollars fifty cents, being the amount and in full of said account.

Signed duplicates. R. E. LEE, *Lieut. of Engs.*

Description of servant.						Pay - -	$31 00
Name.	Complex'n	Height.		Eyes.	Hair.	Subsistence -	28 00
		Feet.	Inches.			Forage.	
						Clothing -	2 50
						Amount	$61 50
Dick	Dark	5	5	Dark	Dark.		

Dr. *The United States to 2d Lieutenant R. E. Lee, of the Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.		Amount.		Remarks.
	From	To	Months.	Days.	Dolls.	Cts.	Dolls.	Cts.	
Pay—									
For myself - -	1st March, 1835	31st Mar., 1835	1	-	25	00	25	00	
For one private servant, not soldier -	do	do	1	-	6	00	6	00	
Clothing—									
For one private servant, not soldier -	do	do	1	-	2	50	2	50	
			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
							Cts.		
Subsistence—									
For myself - -	do	do	31	4	124	Washington.	20	24	80
For one private servant, not soldier -	do	do	31	1	31		20	6	20
								64	50

660.

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster T. P. Andrews, and to the 1st day of March, 1835. I at the same acknowledge, that I have received of T. P. Andrews, paymaster, this 31st day of March, 1835, the sum of sixty-four dollars and fifty cents, being the amount and in full of said account.

Signed duplicates. R. E. LEE, *Lt. Engs.*

Description of servant						Pay. - -	$31 00
Name.	Complex'n	Height.		Eyes.	Hair.	Subsistence. -	31 00
		Feet.	Inches			Forage.	
						Clothing -	2 50
						Amount	$64 50
Dick.	Dark.	5	5	Dark.	Dark.		

Dr. *The United States to Lieut. George W. Cullum, of the Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Nov., 1834	31st Dec., 1834	2	-	25 00	50 00	
For one private servant, not soldier -	do	do	2	-	6 00	12 00	
Clothing—							
For one private servant, not soldier -	do	do	2	-	2 50	5 00	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—							Cts.		
For myself - -	do	do	61	4	244	Wash'gton, D. C.	20		
For one private servant, not soldier -	do	do	61	1	61		20	61 00	
					305			128 00	

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldiers from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from paymaster E. Kirby, and to the 1st day of November, 1834. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, this 15th day of January, 1835, the sum of one hundred and twenty-eight dollars, being the amount and in full of said account.

Signed duplicates.

GEO. W. CULLUM,
Bt. 2d Lt. of Engs.

Description of servant.						
Name.	Complex'n.	Height.		Eyes.	Hair.	
		Feet.	Inches.			
Charles.	Dark.	5	6	Dark	Dark.	

Pay.	$62 00
Subsistence.	61 00
Forage.	
Clothing.	5 00
Amount	$128 00

Dr. *The United States to Lieut. George W. Cullum, of the Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Jan., 1835	31st Jan., 1835	1	-	25 00	25 00	
For 1 private servant, not soldier - -	do	do	1	-	6 00	6 00	
Clothing—							
For 1 private servant, not soldier - -	do	do	1	-	2 50	2 50	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.	
Subsistence—							Cts.	
For myself - -	do	do	31	4	124	Wash'gton, D.C.	20	
For 1 private servant, not soldier - -	do	do	31	1	31		20	31 00
					155			64 50

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for, and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from paymaster T. P. Andrews, and to the 1st day of January, 1835. I at the same time acknowledge to have received of T. P. Andrews, paymaster, this 1st day of February, 1835, the sum of sixty-four dollars and fifty cents, being the amount and in full of said account.

Signed duplicates.

GEO. W. CULLUM,
Brevet 2d Lieut. of Engineers.

Description of servant.

Name.	Complexion.	Height.		Eyes.	Hair.
		Feet.	Inches		
Charles	Dark	5	6	Dark	Dark.

Pay -	$31 00
Subsistence -	31 00
Forage.	
Clothing - -	2 50
Amount	$64 50

Dr. *The United States to Lieutenant George W. Cullum, of the Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.		Amount.	Remarks.
	From	To	Months.	Days.	Dolls.	Cts.	Dolls. Cts.	
Pay—								
For myself - -	1st Feb., 1835	28th Feb., 1835	1	-	25	00	25 00	
For one private servant, not soldier -	do	do	1	-	6	00	6 00	
Forage—								
For — horses.								
Clothing—								
For one private servant, not soldier -	do	do	1	-	2	50		

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.	
Subsistence—						
For myself - -	28	4	112	Washington, D. C.	Cts. 20	
For one private servant, not soldier -	28	1	28		20	28 00
			140			61 50

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole time charged; and that I did not during the whole term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or for any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from paymaster T. P. Andrews, and to the 1st day of February, 1835. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, this 1st day of March, 1835, the sum of sixty-one dollars fifty cents, being the amount and in full of said account.

Signed duplicates.

GEO. W. CULLUM,
Brevet 2d Lieut. of Engineers.

Description of servant.						
Name.	Complex'n.	Height.		Eyes.	Hair.	
		Feet.	Inches			
Charles	Dark	5	6	Dark.	Dark.	

Pay - -	$31 00
Subsistence -	28 80
Forage.	
Clothing -	2 50
Amount	$61 50

Dr. *The United States to Lieutenant George W. Cullum, of the Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st March, 1835	31st March, 1835	1	–	25 00	25 00	
For 1 private servant, not soldier - -	do	do	1	–	6 00	6 00	
Forage—							
Ffor — horse.							
Clothing—							
For 1 private servant, not soldier - -	do	do	1	–	2 50	2 50	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.	
Subsistence—						
For myself - -	31	4	124	Washington.	Cts. 20	
For 1 private servant, not soldier - -	31	1	31		20	31 00
			155			64 50

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, and agreeably to law and regulation; that I was actually in the command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army for the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster T. P. Andrews, and to the 1st day of March, 1835. I at the same time acknowledge. that I have received of T. P. Andrews, paymaster, this 1st day of April, 1835, the sum of sixty-four dollars and fifty cents, being the amount and in full of said account.

Signed duplicates.

GEO. W. CULLUM,
Brevet 2d Lieut. of Engineers.

Description of servant.						
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
Charles	Dark	5	6	Dark	Dark.	

Pay - -	$31 00
Subsistence	31 00
Forage.	
Clothing -	2 50
Amount	$64 50

The United States to William H. C. Bartlett, 2d Lieutenant of Engineers. **Dr.**

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st March, 1833	31st Mar., 1833	1	-	25 00	25 00	
For one private servant, not soldier -	1st do	2d do	2	at	5 and 6	5 96	
	2d do	31st do	29 days				
Forage—							
For —— horses.							
Clothing—							
For one private servant, not soldier -	1st do	31st do	1	-	2 50	2 50	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—					Cts.		
For myself - -	do	do	31	4	124	Washington, D. C.	20	24 80	
For one private servant, not soldier -	do	do	31	4	31	Washington, D. C.	20	6 20	
								64 46	

Description of servant.						
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
A. Johnson	Black	5	10	Black.	Black.	

Pay	-	30 96
Subsistence	-	31 00
Forage.		
Clothing	-	2 50
Amount		$64 46

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu thereof, for any part of the time herein charged; that I actually employed and kept in service the horses and private servants for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiters or servants, soldiers from the line of the army; that the annexed is an accurate description of my servants; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and that I was the actual and only commanding officer at the double ration post charged for; that no officer within my knowledge has a right to claim or does claim for said services, or any part of the period charged; that I was actually in the command of a company for the whole time additional pay is charged; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time the additional ration is charged; that for the whole time brevet pay is charged I was on duty, and had a command according to my brevet rank agreeably to law and regulations; that I am not in arrears with the United States on any account whatsoever; that my accounts as a disbursing officer have been regularly forwarded for adjustment; and that the last payment I received was from Paymaster T. P. Andrews, to include the month of February, 1833. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster in the army of the United States, this 31st day of March, 1833, the sum of sixty-four dollars and forty-six cents, being the amount and in full of this account.

Signed duplicates.

WM. H. C. BARTLETT,
Lieutenant of Engineers.

The United States to William H. C. Bartlett, 2d Lieutenant of Engineers. **Dr.**

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st April, 1833	30th April, 1833	1	-	25 00	25 00	
For 1 private servant, not soldier - -	do	do	1	-	6 00	6 00	
Forage—							
For – horse.							
Clothing—							
For 1 private servant, not soldier - -	do	do	1	-	2 50	2 50	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—							Cts.		
For myself -	do	do	30	4	120	Wash'ton, D. C.	20	24 00	
For 1 private servant, not soldier - -	do	do	30	1	30	Wash'ton, D. C.	20	6 00	
								63 50	

Description of servant.						
Name.	Complex'n.	Height.		Eyes.	Hair.	
		Feet.	Inches.			
A. Johnson	Black	5	6	Black	Black.	

Pay - -	$31 00
Subsistence -	30 00
Forage.	
Clothing -	2 50
Amount	$63 50

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu thereof, for any part of the time herein charged; that I actually employed and kept in service the horses and private servants for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiters or servants, soldiers from the line of the army; that the annexed is an accurate description of my servants; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, for any part of the period charged; that I was actually in the command of a company for the whole time additional pay is charged; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time the additional ration is charged; that for the whole time brevet pay is charged I was on duty and had a command according to my brevet rank agreeably to law and regulations; that I am not in arrears with the United States on any ac count whatsoever; that my accounts as a disbursing officer have been regularly forwarded for adjustment; and that the last payment I received was from Paymaster T. P. Andrews, to include the month of March, 1833. I at the same time acknowledge that I have received of T. P. Andrews, paymaster in the army of the United States, this 30th day of April, 1833, the sum of sixty-three dollars and fifty cents, being the amount and in full of this account.

Signed duplicates. WM. H. C. BARTLETT,
Lieutenant of Engineers.

Dr. *The United States to William H. C. Bartlett, Lieutenant of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st May, 1833	31st May, 1833	1	-	25 00	25 00	
For one private servant, not soldier -	do	do	1	-	6 00	6 00	
Forage—							
For — horses.							
Clothing—							
For one private servant, not soldier -	do	do	1	-	2 50	2 50	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—							Cts.		
For myself - -	do	do	31	4	124	Wash'ton, D. C.	20	24 80	
For one private servant, not soldier -	do	do	31	1	31		20	6 20	
								64 50	

Description of servant.							
Name.	Complex'n.	Height.		Eyes.	Hair.		
		Feet.	Inches.				
A. Parks	Dark	5	1	Dark	Dark.	Pay -	$31 00
						Subsistence	31 00
						Forage.	
						Clothing.	2 50
						Amount	$64 50

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn forage, rations, or clothing in kind, or received money in lieu thereof, for any part of the time herein charged; that I actually employed and kept in service the horses and private servants for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiters or servants, soldiers from the line of the army; that the annexed is an accurate description of my servants; that for the whole period charged for my staff appointment I actually and legally held the appointment, and that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or for any part of the period charged; that I was actually in the command of a company for the whole time additional pay is charged; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time the additional ration is charged; that for the whole time brevet pay is charged I was on duty and had a command according to my brevet rank, agreeably to law and regulations; that I am not in arrears with the United States on any account whatsoever; that my accounts as a disbursing officer have been regularly forwarded for adjustment,; and that the last payment I received was from paymaster T. P. Andrews, to include the month of April, 1833. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster in the army of the United States, this 31st day of May, 1833, the sum of sixty-four dollars and fifty cents, being the amount and in full of this account.

Signed duplicates. WM. H. C. BARTLETT,

Lieutenant of Engineers.

The United States to William H. C. Bartlett, 2d Lieutenant of Engineers. **Dr.**

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st June, 1833	30th June, 1833	1	-	25 00	25 00	
For 1 private servant, not soldier -	do	do	1	-	6 00	6 00	
Forage—							
For – horses.							
Clothing—							
For 1 private servant, not soldier -	do	do	1	-	2 50	2 50	
			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.
Subsistence—							Cts.
For myself - -	do	do	30	4	120	Washington, D.C.	20	24 00	
For 1 private servant, not soldier -	do	do	30	1	30		20	6 00	
								63 50	

Description of servant.							
Name.	Complex'n	Height.		Eyes.	Hair.		
		Feet.	Inches				
A. Parks	Dark	5		Dark	Dark.	Pay - -	$31 00
						Subsistence -	30 00
						Forage.	
						Clothing - -	2 50
						Amount	$63 50

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu thereof, for any part of the time herein charged; that I actually employed and kept in service the horses and private servants for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiters or servants, soldiers from the line of the army; that the annexed is an accurate description of my servants; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, for any part of the period charged; that I was actually in the command of a company for the whole time additional pay is charged; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time the additional ration is charged; that for the whole time brevet pay is charged I was on duty, and had a command according to my brevet rank agreeably to law and regulations; that I am not in arrears with the United States on any account whatsoever; that my accounts as a disbursing officer have been regularly forwarded for adjustment; and that the last payment I received was from Paymaster T. P. Andrews, to include the month of May, 1833. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster in the army of the United States, this 30th day of June, 1833, the sum of sixty-three dollars and fifty cents, being the amount and in full of this account.

Signed duplicates.

WM. H. C. BARTLETT,
Lieutenant of Engineers.

Dr. *The United States to William H. C. Bartlett, 2d Lieutenant Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st July, 1833	31st July, 1833	1	-	25 00	25 00	
For one private servant, not soldier -	do	do	1	-	6 00	6 00	
Forage—							
For — horses.							
Clothing—							
For one private servant, not soldier -	do	do	1	-	2 50	2 50	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.	
					Cts.	
Subsistence—						
For myself - -	31	4	124	Wash'ton, D. C.	20	24 80
For one private servant, not soldier -	31	1	31		20	6 20
						64 50

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster T. P. Andrews, and to the 30th day of June, 1833. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, this 31st day of July, 1833, the sum of sixty-four dollars and fifty cents, being the amount and in full of said account.

Signed duplicates. WM. H. C. BARTLETT,
Lieutenant of Engineers.

Descscription of servant.						
Name.	Complex'n.	Height.		Eyes.	Hair.	
		Feet.	Inches			
A. Parks	Dark	5		Dark	Dark.	

Pay -	$31 00
Subsistence	31 00
Forage.	
Clothing -	2 50
Amount	$64 50

The United States to 2d Lieutenant William H. C. Bartlett, Corps of Engineers. *Dr.*

226.

Gratiot vs. United States.

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Aug., 1833	31st Aug., 1833	1	-	25 00	25 00	
For 1 private servant, not soldier -	do	do	1	-	6 00	6 00	
Forage—							
For – horse.							
Clothing—							
For 1 private servant, not soldier -	do	do	1	-	2 50	2 50	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—							Cts.		
For myself - -	do	do	31	4	124	-	20	24 80	
For 1 private servant, not soldier -	do	do	31	1	31	-	20	6 20	
								64 50	

Description of servant.							
Name.	Complex'n	Height.		Eyes.	Hair.		
		Feet.	Inches				
A. Parks.						Pay - -	$31 00
						Subsistence	31 00
						Forage.	
						Clothing -	2 50
						Amount	$64 50

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu thereof, for any part of the time herein charged; that I actually employed and kept in service the horses and private servants for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiters or servants, soldiers from the line of the army; that the annexed is an accurate description of my servants; that for the whole period charged for my staff appointment, I actually and legally held the appointment; and that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, for any part of the period charged; that I was actually in the command of a company for the whole time additional pay is claimed; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time the additional ration is charged; that for the whole time brevet pay is charged I was on duty, and had a command according to my brevet rank, agreeably to law and regulations; that I am not in arrears with the United States on any account whatsoever; that my accounts as a disbursing officer have been regularly forwarded for adjustment; and that the last payment I received was from Paymaster T. P. Andrews, to include the month of July, 1833. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster in the army of the Uni. ted States, this 31st day of August, 1833, the sum of sixty-four dollars and fifty cents, being the amount and in full of this account.

Signed duplicates. WM. H. C. BARTLETT,
Lieutenant of Engineers.

The United States to William H. C. Bartlett, 2d Lieutenant Corps of Engineers. *Dr.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Sept., 1833	30th Sept., 1833	1	-	25 00	25 00	
For 1 private servant, not soldier - -	do	do	1	-	6 00	6 00	
Forage—							
For – horse.							
Clothing—							
For 1 private servant, not soldier - -	do	do	1	-	2 50	2 50	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.	
Subsistence—					Cts.	
For myself -	30	4	120	Wash'ton, D. C.	20	24 00
For 1 private servant, not soldier - -	30	1	30		20	6 00
						63 50

Gratiot vs. United States.

Description of servant.						
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
A.Parks	Dark	4	6	Dark	Dark.	

Pay -	$31 00
Subsistence -	30 00
Forage.	
Clothing -	2 50
Amount	$63 50

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu thereof, for any part of the time herein charged; that I actually employed and kept in service the horses and private servants for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiters or servants, soldiers from the line of the army; that the annexed is an accurate description of my servants; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and that I was the actual and only commanding officer at the double ration post charged for; that no officer within my knowledge has a right to claim or does claim for said services, for any part of the period charged; that I was actually in the command of a company for the whole time additional pay is charged; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time the additional ration is charged; that for the whole time brevet pay is charged I was on duty, and had a command according to my brevet rank agreeably to law and regulations; that I am not in arrears with the United States on any account whatsoever; that my accounts as a disbursing officer have been regularly forwarded for adjustment; and that the last payment I received was from Paymaster T. P. Andrews, to include the month of August, 1833. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster in the army of the United States, this 30th day of September, 1833, the sum of sixty-three dollars and fifty cents, being the amount and in full of this account.

Signed duplicates.

WM. H. C. BARTLETT,
Lieutenant of Engineers.

Dr. *The United States to W. H. Swift, Captain Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Jan., 1837	31st March, 1837	3	–	40 00	120 00	
For 1 private servant, not soldier - -	do	do	3	–	6 00	18 00	
Forage—							
For — horse.							
Clothing—							
For 1 private servant, not soldier - -	do	do	3	–	2 50	7 50	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.	
Subsistence—					Cts.	
For myself - -	90	4	360	Survey of the Coast.	20	72 00
For 1 private servant, not soldier - -	90	1	90		20	18 00
						235 50

672.

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, and agreeably to law and regulation; that I was actually in the command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster D. S. Townsend, and to the 31st day of December, 1836. I at the same time acknowledge, that I have received of Paymaster Townsend, this 31st day of March, 1837, the sum of two hundred and thirty-five dollars and fifty cents, being the amount and in full of said account.

Signed duplicates. W. H. SWIFT,

Captain Topographical Engineers.

Dr. *The United States to W. H. Swift, Captain Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st April, 1837	30th June, 1837	3	-	40 00	120 00	
For 1 private servant, not soldier - -	do	do	3	-	6 00	18 00	
Clothing—							
For 1 private servant, not soldier - -	do	do	3	-	2 50	7 50	

			No. of rations.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—							Cts.		
For myself - -	do	do	91	4	364	Survey of the Coast.	20	72 80	
For 1 private servant, not soldier - -	do	do	91	1	91		20	18 20	
								236 50	

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim or does claim, for said services or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster T. S. Townsend, and to the 31st day of March, 1837. I at the same time acknowledge, that I have received of Paymaster Townsend, this 4th day of August, 1837, the sum of two hundred and thirty dollars and fifty cents, being the amount and in full of said account.

Signed duplicates. WM. H. SWIFT,
Captain Top. Engs.

Description of servant.						
Name.	Complex'n.	Height.		Eyes.	Hair.	Pay. Subsistence. Forage. Clothing.
		Feet.	Inches.			
Charles.	Dark.	5	6	Dark	Dark.	Amount

Dr. *The United States to Captain W. H. Swift, Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.		Amount.	Remarks.
	From	To	Months.	Days.	Dolls.	Cts.	Dolls. Cts..	
Pay—								
For myself - -	1st July, 1837	30th Sept., 1837	3	-	40	00	120 00	
For one private servant, not soldier -	do	do	3	-	6	00	18 00	
Clothing—								
For one private servant, not soldier -	do	do	3	-	2	50	7 50	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
							Cts.		
Subsistence—									
For myself - -	do	do	92	4	368	Survey of the Coast.	20	73	60
For one private servant, not soldier -	do	do	92	1	92		20	18	40
								237	50

624

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster T. S. Townsend, and to the 30th day of June, 1837. I at the same time acknowledge, that I have received of Paymaster Townsend, this 30th day of September, 1837, the sum of two hundred and thirty seven dollars and fifty cents, being the amount and in full of said account.

Signed duplicates.

WM. H. SWIFT,
Captain Top. Engrs.

Description of servant.						Pay. Subsistence. Forage. Clothing
Name.	Complex'n	Height.		Eyes.	Hair.	Amount
		Feet.	Inches			
Catharine.	Light.	5	-	Light.	Light.	

Dr. *The United States to Captain W. H. Swift, Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts..	
Pay—							
For myself - -	1st July, 1837	30th Sept., 1837	3	-	40 00	120 00	
For one private servant, not soldier -	do	do	3	-	6 00	18 00	
Clothing—							
For one private servant, not soldier -	do	do	3	-	2 50	7 50	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
							Cts.		
Subsistence—									
For myself - -	do	do	92	4	368	Survey of the Coast.	20	73 60	
For one private servant, not soldier -	do	do	92	1	92		20	18 40	
								237 50	

624

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster T. S. Townsend, and to the 30th day of June, 1837. I at the same time acknowledge, that I have received of Paymaster Townsend, this 30th day of September, 1837, the sum of two hundred and thirty seven dollars and fifty cents, being the amount and in full of said account.

Signed duplicates. WM. H. SWIFT,
Captain Top. Engrs.

Description of servant.						Pay. Subsistence. Forage. Clothing
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			Amount
Catharine.	Light.	5	-	Light.	Light.	

Dr. *The United States to W. H. Swift, Captain Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Oct., 1837	31st Dec., 1837	3	-	40 00	120 00	
For 1 private servant, not soldier - -	do	do	3	-	6 00	18 00	
Clothing—							
For 1 private servant, not soldier - -	do	do	3	-	2 50	7 50	
			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.	
Subsistence—							Cts.	
For myself - -	do	do	92	4	368	Survey of the Coast.	20	73 60
For 1 private servant, not soldier - -	do	do	92	1	92		20	18 40
								237 50

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged, and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim or does claim for said services or for any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged double rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with theUnited States on any account whatsoever; and that the last payment I received was from Paymaster D. S. Townsend, and to the 30th day of September, 1837. I at the same time acknowledge, that I have received of Paymaster Townsend, this 31st day of December, 1837, the sum of two hundred and thirty-seven dollars and fifty cents, being the amount and in full of said account.

Signed duplicates.

WM. H. SWIFT,
Captain Top. Engrs.

Description of servant.						Pay. Subsistence Forage. Clothing Amount
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
Charles.	Dark.	5	8	Dark.	Dark.	

Dr. *The United States to W. H. Swift, Captain Topographical Engineers.*

No. 1238

Gratiot. vs. United States.

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.					Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.					Dolls. Cts.	
Pay—											
For myself - -	1st Jan., 1838	31st Mar., 1838	3	-	40 00					120 00	
For one private servant, not soldier -	do	do	3	-	6 00					18 00	
Clothing—											
For one private servant, not soldier -	do	do	3	-	2 50					7 50	
			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.				
							Cts.				
Subsistence—											
For myself - -	do	do	90	4	360	Survey of the Coast.	20			72 00	
For one private servant, not soldier -	do	do	90	1	90		20			18 00	
										235 50	

625-

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty and had a command according to my brevet rank agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty, for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster Major T. S. Townsend, and to the 31st day of December, 1837. I at the same time acknowledge, that I have received of Paymaster Townsend, this 31st day of March, 1838, the sum of two hundred and thirty-five dollars and fifty cents, being the amount and in full of said account.

Signed duplicates. W. H. SWIFT,
Captain Top. Engrs.

Description of servant.						Pay Subsistence - Forage. Clothing - Amount - $
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches.			
Samuel.	Light.	5	6	Light.	Light.	

Dr. *The United States to W. H. Swift, Captain Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st April, 1838	30th June, 1838	3	-	40 00	120 00	
For one private servant, not soldier -	do	do	3	-	6 00	18 00	
Forage—							
For —— horses.							
Clothing—							
For one private servant, not soldier -	do	do	3	-	2 50	7 50	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—							Cts.		
For myself - -	do	do	91	4	364	Survey of the coast.	20	72 80	
For one private servant, not soldier -	do	do	91	1	91	Survey of the coast.	20	18 20	
								236 50	

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; and that the last payment I received was from paymaster Major D. S. Townsend, and to the 31st day of March, 1838. I at the same time acknowledge, that I have received of Paymaster Townsend, this 4th day of July, 1838, the sum of two hundred and thirty-six dollars fifty cents, being the amount and in full of said account.

Signed duplicates.

WM. H. SWIFT,
Captain Topographical Engineers.

Description of servant.						Pay. Subsistence. Forage. Clothing.
Name.	Complex'n.	Height.		Eyes.	Hair.	
		Feet.	Inches			
Charles	Black	5	9	Black	Black.	Amount $

Dr. *The United States to W. H. Swift, Captain Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st July, 1838	4th July, 1838	-	4	40 00	5 16	
Do - -	5th do	30th Sept., do	2	27	50 00	143 54	Act of 5th July, 1838.
For one private servant, not soldier -	1st do	4th July, do	-	4	6 00	77	
Do - -	5th do	30th Sept., do	2	27	8 00	22 96	
Forage—							
For 3 horses - -	5th do	do	2	27	24 00	68 90	
Clothing—							
For one private servant, not soldier -	1st do	do	3	27	2 50	7 50	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—								Cts.	
For myself - -	1st do	31st Aug., do	62	4	248	In charge of the imprvem't of harbors and rivers in L. I. Sound.	20	49 60	Double rations while in charge of works in Long Island Sound.
Do - -	1st Sept. do	30th Sept., do	30	8	240		20	48 00	
For one private servant, not soldier -	1st July, do	do	92	1	92		20	18 40	Additional rations for 15 years service.
For myself - -	5th do	do	88	3	264		20	52 80	
								417 63	

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That at the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulations; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster D. S. Townsend, and to the 30th day of June, 1838. I at the same time acknowledge, that I have received of Paymaster Townsend, this 1st day of October, 1838, the sum of four hundred and seventeen dollars and sixty-three cents, being the amount and in full of said account.

Signed duplicates. W. H. SWIFT,
Captain Topographical Engineers.

Description of servant.						Pay. Subsistence. Forage. Clothing.
Name.	Complexion.	Height.		Eyes.	Hair.	
		Feet.	Inches			
Samuel	Light	5	6	Light	Light.	Amount $

Dr. *The United States to W. H. Swift, Captain Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Oct., 1838	31st Dec., 1838	3	-	50 00	150 00	
For one private servant, not soldier -	do	do	3	-	8 00	24 00	
Forage—							
For 3 horses - -	do	do	3	-	24 00	72 00	
Clothing—							
For one private servant, not soldier -	do	do	3	-	2 50	7 50	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
					Cts.		
Subsistence—							
For myself - -	92	8	736	In charge of the improvem'ts of harbors in L. Island Sound.	20	147 20	Double rations while in command of works in Long Island Sound.
For one private servant, not soldier -	92	1	92		20	18 40	
For myself - -	93	3	276		20	55 20	Additional rations for 15 years service.
						474 30	

628.

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for, and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster Major D. S. Townsend, and to the 30th day of September, 1838. I at the same time acknowledge that I have received of Paymaster Townsend, this 31st day *of* December, 1838, the sum of four hundred and seventy-four dollars and thirty cents, being the amount and in full of said account.

Signed duplicates.

W. H. SWIFT,
Captain Topographical Engineers.

Description of servant.						
Name.	Complex'n.	Height.		Eyes.	Hair.	Pay. Subsistence. Forage. Clothing.
		Feet.	Inches			
Samuel	Light	5	6	Light	Light.	Amount $

Dr. *The United States to W. H. Swift, Captain Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.		Amount.	Remarks.
	From	To	Months.	Days.	Dolls.	Cts.	Dolls. Cts.	
Pay—								
For myself - -	1st Oct., 1838	31st Dec., 1838	3	-	50	00	150 00	
For one private servant, not soldier -	do	do	3	-	8	00	24 00	
Forage—								
For 3 horses - -	do	do	3	-	24	00	72 00	
Clothing—								
For one private servant, not soldier -	do	do	3	-	2	50	7 50	
			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of raf'n.	
Subsistence—							Cts.	
For myself - -	do	do	92	8	736	In charge of the improvem'ts of harbors in L. Island Sound.	20	147 20 — Double rations while in command of works in Long Island Sound.
For one private servant, not soldier -	do	do	92	1	92		20	18 40
For myself - -	do	do	93	3	276		20	55 20 — Additional rations for 15 years service.
								474 30

628.

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for, and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster Major D. S. Townsend, and to the 30th day of September, 1838. I at the same time acknowledge that I have received of Paymaster Townsend, this 31st day *of* December, 1838, the sum of four hundred and seventy-four dollars and thirty cents, being the amount and in full of said account.

Signed duplicates.

W. H. SWIFT,
Captain Topographical Engineers.

Description of servant.						Pay. Subsistence. Forage. Clothing.
Name.	Complex'n.	Height.		Eyes.	Hair.	
		Feet.	Inches			
Samuel	Light	5	6	Light	Light.	Amount $

Dr. *The United States to W. H. Swift, Captain Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Jan., 1839	31st Mar., 1839	3	-	50 00	150 00	
For 1 private servant, not soldier -	do	do	3	-	8 00	24 00	
Forage—							
For 3 horses -	do	do	3	-	24 00	72 00	
Clothing—							
For 1 private servant, not soldier -	do	do	3	-	2 50	7 50	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n		
Subsistence—							Cts.		
For myself - -	do	do	90	8	720	In command of works of inter'l impr'nt in L. I. Sound & in Mass.	20	144 00	
For 1 private servant, not soldier -	do	do	90	1	90		20	18 00	
For myself - -	do	do	90	3	270		20	54 00	Additional rations for over 15 years service.
								469 50	

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster Major D. S. Townsend, and to the 31st day of December, 1838. I at the same time acknowledge, that I have received of Paymaster Townsend, this 1st day of April, 1839, the sum of four hundred and sixty-nine dollars and fifty cents, being the amount and in full of said account.

Signed duplicates.

W. H. SWIFT,
Captain Topographical Engineers.

Description of servant.						Pay. Subsistence. Forage. Clothing.
Name.	Complex'n.	Height.		Eyes.	Hair.	
		Feet.	Inches.			
Samuel	Light	5	6	Light	Light.	Amount $

Dr. *The United States to W. H. Swift, Captain Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st April, 1839	30th June, 1839	3	-	50 00	150 00	
For 1 private servant, not soldier -	do	do	3	-	8 00	24 00	
Forage—							
For 3 horses.	do	do	3	-	24 00	72 00	
Clothing—							
For 1 private servant, not soldier -	do	do	3	-	2 50	7 50	
			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—									
For myself - -	do	do	91	8	728		Cts.	145 60	
For 1 private servant, not soldier -	do	do	91	1	91	In charge of improvem'nts of harbors of L. I. Sound & in Mass.	20	18 20	
For myself - -	do	do	91	3	273		20	54 60	Additional rations, for over 15 years' service.
								471 90	

Gratiot vs. United States.

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster Major D. S. Townsend, and to the 31st day of March, 1839. I at the same time acknowledge, that I have received of Paymaster Townsend, this 30th day of June, 1839, the sum of four hundred and seventy-one dollars and ninety cents, being the amount and in full of said account.

Signed duplicates. W. H. SWIFT, *Capt. Top. Eng'rs.*

Description of servant.						Pay. Subsistence. Forage. Clothing.
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			Amount $
Samuel	Light	5	6	Light	Light	

Dr. *The United States to W. H. Swift, Captain Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st July, 1839	30th Sept., 1839	3	-	50 00	150 00	
For one private servant, not soldier -	do	do	3	-	8 00	24 00	
Forage—							
For 3 horses.	do	do	3	-	24 00	72 00	
Clothing—							
For one private servant, not soldier -	do	do	3	-	2 50	7 50	
			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.	
Subsistence—							Cts.	
For myself - -	do	do	92	8	736	In charge of improvement of harbors, &c. in N. H., Mass., & Conn.	20	147 20	
For one private servant, not soldier -	do	do	92	1	92		20	18 40	
For myself - -	do	do	92	4	368		20	73 60	Additional rations for 20 years' service.
								492 70	

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster D. S. Townsend, and to the 30th day of June, 1839. I at the same time acknowledge, that I have received of Paymaster Townsend, this 1st October, 1839, the sum of four hundred and ninty-two dollars and seventy cents, being the amount and in full of said account.

Signed duplicates. W. H. SWIFT, *Capt. Top. Engrs.*

Description of servant.						
Name.	Complex'n.	Height.		Eyes.	Hair.	Pay. Subsistence. Forage. Clothing.
		Feet.	Inches.			
Samuel	Light	5	6	Light	Light	Amount $

Dr. *The United States to Lieut. Col. J. J. Abert, Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts..	
Pay—							
For myself - -	1st May, 1833	30th June, 1833	2	-	75 00	150 00	
For two private servants, not soldiers -	do	do	2	-	6 each	24 00	
Forage—							
For 4 horses -	do	do	2	-	8 each	64 00	
Clothing—							
For two private servants, not soldiers -	do	do	2	-	each 2 50	10 00	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
					Cts.		
Subsistence—							
For myself - -	do	do	61	10	610	-	20	122 00	
For two private servants, not soldiers -	do	do	61	2	122	-	20	24 40	
								394 40	

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster , and to the day of , 18 . I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, this 18th day of July, 1833, the sum of three hundred and ninety-four dollars and forty cents, being the amount and in full of said account.

Signed duplicates. Signed J. J. ABERT,
Lieut. Col. Top. Engrs.

Description of servants.						Pay -	$174 00
Name.	Complex'n	Height.		Eyes.	Hair.	Subsistence -	146 40
		Feet.	Inches			Forage -	64 00
						Clothing -	10 00
						Amount	$394 40
Bill	Dark	5	6	Dark	Dark		
Ann Cates	Yellow	4	5	Yellow	Yellow		

1 H
254 Q

Dr. *The United States to J. J. Abert, Lieut. Colonel Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st July, 1833	31st July, 1833	1	-	75 00	75 00	
For two private servants, not soldiers -	do	do	1	-	6 00	12 00	
Forage—							
For four horses -	do	do	1	-	8 00	32 00	
Clothing—							
For two private servants, not soldiers -	do	do	1	-	2 50	5 00	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.	
Subsistence—					Cts.	
For myself - -	31	10	310		20	62 00
For two private servants, not soldiers -	31	2	62		20	12 40
						198 40

633

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge, has a right to claim or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster T. P. Andrews, and to the day of , 18 . I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, this 1st day of August, 1833, the sum of one hundred and ninety-eight dollars and forty cents, being the amount and in full of said account.

Signed duplicates.

J. J. ABERT,
Lieut. Col. Top. Engrs.

Description of servants.						
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
Bill	Dark	5	6	Dark	Dark	
Anne	Yellow	4	5	Light	Light	

Pay	-	$87 00
Subsistence	-	94 40
Forage	-	32 00
Clothing	-	5 00
Amount		$198 40

Dr. *The United States to Lieut. Col. J. J. Abert, Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Aug., 1833	31st Aug., 1833	1	-	75 00	75 00	
For 2 private servants, not soldiers - -	do	do	1	-	6 00	12 00	
Forage—							
For 4 horses - -	do	do	1	-	8 00	32 00	
Clothing—							
For 2 private servants, not soldiers - -	do	do	1	-	2 50	5 00	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—							Cts.		
For myself - -	do	do	31	10	310		20	62 00	
For 2 private servants, not soldiers - -	do	do	31	2	62		20	12 40	
								198 40	

Gratiot vs. United States.

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, and agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra rations; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from paymaster T. P. Andrews, and to the 31st day of July, 1833. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, this 31st day of August, 1833, the sum of one hundred and ninety-eight dollars and forty cents, being the amount and in full of said account.

Signed duplicates.

J. J. ABERT,
Lieut. Col. Top. Engrs.

Description of servants.						Pay. Subsistence. Forage. Clothing.
Name.	Complex'n	Height. Feet.	Height. Inches	Eyes.	Hair.	
Bill	Dark	5	6	Dark	Dark	Amount $
Anne	Yellow	4	8	Light	Light.	

Dr. *The United States to Alfred Mordecai, Captain of Ordnance Detachment.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st June, 1832	28th Feb., 1833	9	-	40 00	360 00	
For 1 private servant, not soldier - -	do	do	9	-	5 00	45 00	
Forage—							
For – horse.							
Clothing—							
For 1 private servant, not soldier - -	do	do	9	-	2 50	22 50	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.	
Subsistence—					Cts.	
For myself -	273	4	1092		20	218 40
For 1 private servant, not soldier - -	273	1	273		20	54 60
						700 50

635.

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster T. P. Andrews, and to the 1st day of June, 1832. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, this 7th day of March, 1833, the sum of seven hundred dollars and fifty cents, being the amount and in full of said account.

Signed duplicates. A. MORDECAI,
Capt. Ord. Dep't.

Description of servant.						
Name.	Complex'n.	Height.		Eyes.	Hair.	
		Feet.	Inches			
George	Colored boy.					

Pay - -	$405 00
Subsistence	273 00
Forage.	
Clothing -	22 50
Amount	$700 50

Dr. *The United States to Captain Andrew Talcott, of the Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.					Amount.	Remarks.
	From	To	Months.	Days	Dolls. Cts.					Dolls. Cts.	
Pay—											
For myself - -	1st June, 1833	30th Sept., 1833	4	-	40 00					160 00	
For 1 private servant, not soldier - -	do	do	4	-	5 00					20 00	
Clothing—											
For 1 private servant, not soldier - -	do	do	4	-	2 50					10 00	
			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.				
Subistence—							Cts.				
For myself - -	do	do	122	4	488	Fort Monroe.	20			97 60	
For 1 private servant, not soldier - -	do	do	122	1	122		20			24 40	
										312 00	

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster C. H. Smith, and to the 31st day of May, 1833. I at the same time acknowledge, that I have received of Paymaster Smith, this 23d day of October, 1833, the sum of three hundred and twelve dollars, being the amount and in full of said account.

Signed duplicates. A. TALCOTT, *Capt. Engrs.*

Description of servant.						Pay. Subsistence. Forage. Clothing.
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			Amount $
Anne	Middle aged woman.					

Dr. *The United States to Captain Andrew Talcott, of the Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Oct., 1833	31st Dec., 1833	3	-	40 00	120 00	
For one private servant, not soldier -	do	do	3	-	6 00	18 00	
Clothing—							
For one private servant, not soldier -	do	do	3	-	2 50	7 50	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
					Cts.		
Subsistence—							
For myself - -	92	4	368	Fort Monroe.	20	73 60	
For one private servant, not soldier -	92	1	92		20	18 40	
						237 50	

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty and had a command according to my brevet rank agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty, for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster C. H. Smith, and to the 30th day of September, 1833. I at the same time acknowledge, that I have received of Paymaster Smith, this 13th day of January, 1834, the sum of two hundred and thirty-seven dollars and fifty cents, being the amount and in full of said account.

Signed duplicates. A. TALCOTT, *Capt. Engrs.*

Description of servant.						Pay. Subsistence. Forage. Clothing.
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches.			Amount $
Harriet.	Colored woman.					

Dr. *The United States to Captain Andrew Talcott, of the Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Jan., 1834	24th Feb., 1834	2	-	40 00	80 00	
For one private servant, not soldier -	do	do	2	-	6 00	12 00	
Clothing—							
For one private servant, not soldier -	do	do	2	-	2 50	5 00	
			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.
Subsistence—							Cts.
For myself - -	do	do	59	4	236	Fort Monroe.	20	47 20
As senior engineer, Hampton roads -	do	31st Jan., 1834	31	4	124		20	24 80
For one private servant, not soldier -	do	28th Feb., 1834	59	1	59		20	11 80
								180 80

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendevous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster C. H. Smith, and to the 31st day of December, 1833. I at the same time acknowledge, that I have received of Paymaster Smith, this 24th day of March, 1834, the sum of one hundred and eighty dollars and eighty cents, being the amount and in full of said account.

Signed duplicates.

A. TALCOTT,
Captain of Engineers.

Description of servant.						Pay. Subsistence. Forage. Clothing.
Name.	Complexion.	Height.		Eyes.	Hair.	
		Feet.	Inches			
James	Colored boy.					Amount $

Dr. *The United States to Captain Andrew Talcott, of the Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st March, 1834	31st July, 1834	5	-	40 00	200 00	
For one private servant, not soldier -	do	do	5	-	6 00	30 00	
Forage—							
Clothing—							
For one private servant, not soldier -	do	do	5	-	2 50	12 00	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.	
Subsistence—					Cts.	
For myself - -	153	4	765	Fort Monroe.	20	122 40
For one private servant, not soldier -	153	1	-		20	30 60
						395 50

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for; that for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty and had a command according to my brevet rank agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster C. H. Smith, and to the 28th day of February, 1834. I at the same time acknowledge that I have received of Paymaster Smith, this 4th day of August, 1834, the sum of three hundred and ninety-five dollars and fifty cents, being the amount and in full of said account.

Signed duplicates.

A. TALCOTT,
Captain of Engineers.

Description of servant.						Pay. Subsistence. Forage. Clothing.
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
Harriet	Colored woman.					Amount $

Dr. *The United States to Andrew Talcott, Captain of the Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Aug., 1834	31st Aug., 1834	1	-	40 00	40 00	
For 1 private servant, not soldier -	do	do	1	-	6 00	6 00	
Forage—							
For -horses.							
Clothing—							
For 1 private servant, not soldier -	do	do	1	-	2 50	2 50	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—									
For myself - -	do	do	31	4	124	Fort Monroe.	Cts.	24 80	
As senior engineer, Fort Monroe -	do	do	31	4	124		20	24 80	
For 1 private servant, not soldier -	do	do	31	1	31		20	6 20	
								104 30	

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole time charged; and that I did not during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster Smith, and to the 31st day of July, 1834. I at the same time acknowledge, that I have received of Paymaster Smith, this 13th day of September, 1834, the sum of one hundred and four dollars and thirty cents, being the amount and in full of said account.

Signed duplicates.

A. TALCOTT,
Captain Engineers.

Description of servant.						
Name.	Complex'n.	Height.		Eyes.	Hair.	Pay. Subsistence. Forage. Clothing.
		Feet.	Inches.			
Ada	Colored woman.					Amount $

Dr. *The United States to Captain Andrew Talcott, of the Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Sept., 1834	31st Oct., 1834	2	-	40 00	80 00	
For 1 private servant, not soldier - -	do	do	2	-	6 00	12 00	
Clothing—							
For 1 private servant, not soldier - -	do	do	2	-	2 50	2 50	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—							Cts.		
For myself - -	do	do	61	4	244	Albany, N. Y.	20	48 80	
As superintending the improvement, Hudson river - -	do	do	61	4	244		20	48 80	
For 1 private servant, not soldier - -	do	do	61	1	61		20	12 20	
								206 80	

64.

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged, and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster Smith, and to the 31st day of August, 1834. I at the same time acknowledge, that I have received of Paymaster Leslie, this 31st day of October, 1834, the sum of two hundred and six dollars and eighty cents, being the amount and in full of said account.

Signed duplicates.

A. TALCOTT,
Captain Engineers.

Description of servant.						
Name.	Complex'n.	Height.		Eyes.	Hair.	Pay. Subsistence. Forage. Clothing.
		Feet.	Inches			
Sally	Colored woman.					Amount $

Interrogatories propounded on the part of the United States to William B. Lewis, 2d Auditor of the Treasury.

1st. Examine the following questions to Peter Hagner, Esq., viz: Please state your occupation, time of service, and means of knowing the general usages of the War Department in settling accounts of army officers, and other agents; and state those usages so far as they have relation to this suit?

(This interrogatory excepted to.—C. Gratiot.)

2. State the duties assigned to Charles Gratiot while a commissioned officer in the army of the United States, for which the law or uniform regulations of the War Department, applicable to all officers in like circumstances, fixed a rate of compensation, and the amount paid therefor in each year; also state the services rendered, if any such there were wholly extra, independent and separate from the above classes of duties, with the compensation allowed therefor in each year?

(This interrogatory excepted to.—C. Gratiot.)

3. State whether or not the uniform usage of the War Department, or the regulations thereof, were departed from in adjusting the accounts of Charles Gratiot now in question; and if yea, in what particular, and the reasons therefor?

(This interrogatory excepted to.—C. Gratiot.)

4. State whether or not any claims for extra allowance, upon which the Secretary of War has a discretion to allow pay according to the equity of the case, or to refuse it, concerning which he did not act definitively, either by allowing the claim as equitable, or disallowing it as inequitable under all the circumstances attending it; and if you know, state the particulars, giving the reasons of said decisions, with copies or references to the law and regulations bearing upon each such item, so far as may be necessary to elucidate or explain the propriety or injustice of any such decision?

(This interrogatory excepted to.—C. Gratiot.)

5. State any other matter or thing within your knowledge material to either party to this suit; and in all your answers be specific and careful to distinguish special cases, or exceptions to general usages, from the usage itself; explaining particularly the reasons of distinction, and his answers thereto as embodied in his deposition; and state wherein you concur or differ from him, with the reasons of such difference, if any, or any additional reasons for your concurrence?

(This interrogatory excepted to.)

Please also consider the same questions addressed to yourself, and reply to them as fully as your means of information will permit.

(Objected to.—C. Gratiot.)

In answer to the above interrogatory the deponent, William B. Lewis, states, that he is 2d Auditor of the Treasury Department, which office he has held since the 22d day of March, 1829; that he has a knowledge of the settlement of the accounts of the officers of the army for their pay and emoluments, exclusive of their allow-

ances for fuel, quarters, and transportation of baggage, and of the superintendents, agents, and others employed in the Indian department. In the settlement of such accounts, the usage of the accounting officers so far as the same has come under his knowledge, has been to allow accounts for pay and emoluments, or salary, and for extra compensation, so far as authorised by law, or by order or regulations of the War Department, made in conformity to law. Not having official cognizance of the claim now in suit, he is unable to say what relation said usages bear thereto.

He further states, that the duties assigned to Charles Gratiot, while a commissioned officer of the army during the period embraced between the 1st of January, 1821, and the 6th of December, 1838, were successively those of lieutenant colonel and colonel of engineers, brevet brigadier general, for which the law fixed a certain pay and emoluments, and to which was added, by a general regulation of the War Department, dated 27th July, 1821, applicable to all officers in like circumstances, an allowance of extra or double rations as chief of the engineer department. The statement hereunto annexed, and made part of this deposition, exhibits the amount paid in each year to Charles Gratiot during the above period, as shown by the records of the 2d Auditor's office.

The deponent further states, that, as far as his knowledge extends, the usage of the accounting officers, as stated above, was not departed from in the settlement of the accounts of Charles Gratiot in the 2d Auditor's office, and that he has no official knowledge of any claim for extra allowance of the character stated in the fourth question to Peter Hagner.

[The foregoing interrogatory and answer are excepted to by Charles Gratiot, the defendant.]

All of the foregoing, and each of said interrogatories, as well as each and every answer to the same are excepted to.

C. GRATIOT.

2d. State any other matter or thing which you may know material to the suit, and whether the special cases referred to are or are not exceptions to general usage, and were wholly unprovided for by general regulation.

(Excepted to.)

To the 2d interrogatory the deponent states, that the preceding answer, together with those given to interrogatories propounded on the part of the defendant, embrace every matter or thing material to the suit, so far as his recollection extends; and adds, that the special cases referred to have been settled in conformity with the usage of the accounting officers, as already expressed, and are believed to be unprovided for by the general regulation.

[The foregoing interrogatory and answer are excepted to by Charles Gratiot, the defendant.]

WM. B. LEWIS,
2d Auditor of the Treasury.

The defendant, Charles Gratiot, excepts to the aforegoing interrogatories, and to each of the same; and also to the aforegoing answers, and to each answer to the same, because the same are inadmissible as evidence, or otherwise, in his case.

C. GRATIOT.

March 14th, 1840.

Statement of the regular pay and emoluments of Charles Gratiot, late Brevet Brigadier General, from 1st January, 1821, to 31st March, 1836.

Year.	Pay.	Subsistence.	Forage.	Clothing.	
1821	$840 00	$511 00	$288 00	$65 88	* Transferred to his credit on books of 3d Auditor.
1822	840 00	725 00	288 00	60 00	
1823	840 00	875 41	288 00	60 00	
1824	840 00	880 00	288 00	60 06	
1825	840 00	876 00	288 00	58 83	
1826	840 00	876 80	288 00	57 92	
1827	840 00	875 20	288 00	59 34	
1828	948 86	967 20	346 04	60 00	
1829	1,674 76	2,548 20	538 06	138 15	
1830	1,428 00	1,971 00	480 00	90 00	
1831	1,428 00	1,971 00	480 00	90 00	
1832	1,428 00	1,976 40	480 00	90 00	
1833	1,457 88	1,965 60	480 00	90 00	
1834	1,464 00	1,971 00	480 00	90 00	
1835	1,464 00	1,971 00	480 00	90 00	
1836 to 31st March -	366 00	491 40	120 00	22 50	
From 1st April, 1836, to Dec., '38	3,942 80	5,292 00	1,287 74	241 45*	

WM. B. LEWIS,
2d Auditor of the Treasury.

DISTRICT OF COLUMBIA,
Washington county, to wit:

Sworn to and subscribed before me, the undersigned, a justice of the peace in and for said county, this 14th day of March, eighteen hundred and forty.

GILBERT L. GIBBERSON, *J. P.*

Deposition of Jesse Miller.

1st interrogatory on the part of the defendant. What office or station do you fill under the Government of the United States? How long have you filled the same? Do you know any thing of the settlement of the accounts of the various officers, civil, military, and naval, in the public service, or any of them? Are you acquainted generally with the different bureaux of the different departments in which said accounts are settled, and by whom settled?

Answer to the above. I hold the office of 1st Auditor of the Treasury Department. I was appointed on the 1st November, 1836, and have held the office ever since that time. I have some general knowledge of the settlement of accounts of the various officers, civil, military, and naval, in the public service, but am not sufficiently acquainted with the details and practices which prevail in any of the accounting offices of the Government, except the one I fill, to testify as to the usages that prevail therein.

The accounts pertaining to the War Department are settled by the 2d and 3d Auditors, and reported to the 2d Comptroller for revision; those pertaining to the State Department are settled by the 5th Auditor, and are reported to the 1st Comptroller for revision; those of the Navy by the 4th Auditor, and are also reported to the 2d Comptroller for revision; those pertaining to the Post Office Department are settled by the 6th Auditor; and those pertaining to the Treasury Department proper, and which have not been transferred to any of the other Auditors, are settled by the first Auditor, and reported to the 1st Comptroller for revision.

2d interrogatory. State what has been the usage of the Government, and the accounting officers, so far as the same comes under your knowledge, in allowing compensation for services performed by the orders of the President or Heads of Department, by officers, either civil, military, naval, or otherwise, extra of, and distinct from, their official duties as such officers, and so far as the files or records in your office will show?

Answer to the above. My understanding is, that when any duty is devolved on the President, or the Head of a Department by law, and it becomes necessary to employ any special agent in its execution, it is competent for either to agree to allow such agent what they may deem a reasonable compensation for such service; and that upon the presentation of any account for such service, approved by the person who ordered the service, to the proper accounting officer, it will be settled and paid, provided there is any appropriation or fund applicable to its payment; and provided also, that in case the person so employed be an officer of the Government, there is no law prohibiting him from receiving extra compensation. This I consider to be the usage in the 1st Auditor's office. The accounts settled in the 1st Auditor's office are, after their examination by the Comptroller, filed in the Register's office, with their vouchers. There are no records, properly so called, kept in the 1st Auditor's

office, except copies of his reports, which do not ordinarily show the particular items of the accounts. For the particulars, it is generally necessary to refer to the files of the Register. It is therefore impossible for me to state the particular cases in which extra compensation may have been allowed, without a general examination of those files, which would require much time to make it with any degree of perfection.

3d interrogatory. State what has been the usage of the Government and the accounting officers, so far as you know and ascertain, in allowing compensation for extra and distinct services rendered by the officers named in the second interrogatory, and in the manner therein named, and the full pay of said officer or officers, both at, and for the same time; and also, what has been the usage in such cases, as to allowing both the pay and an allowance for the extra and distinct service to the same person for the same period of time.

Answer to the above. This interrogatory, I conceive, has been partly answered by my reply to the second. My understanding is, that the usage of the Government has been this: that when an officer of the Government has been called upon to perform a service, extra and entirely distinct from his official duties, he has been paid what the competent authority might agree to pay him, at the time he was so employed, or might afterwards deem a reasonable compensation under all the circumstances of the case, for such services, unless the giving such extra compensation is prohibited by law.

It has been usual to pay extra compensation to district attorneys for attending to business for the Government in the State courts, and I believe there are some instances, where the attorney general has been paid extra for professional services not required to be performed by him as attorney general. I am not aware of any case where any reduction has been made from the regular pay or salary of an officer on account of the time he was engaged in the performance of an extra service for which he was paid. If there is any such case, it does not occur to me at this time.

4th interrogatory. State what officers or other persons in service of the United States, have been paid for services extra, and distinct from the official duties incumbent upon them under their regular commission or office, and at the same time, or for the same period of time, who were also paid their pay as said officer, &c. State, also, whether there be any written evidence of said payments in both capacities within your department or control, or that you can have access to, and what that evidence is, and where it can be had, and to whom application must be made, if you cannot give the same. State the name of each case alluded to in this interrogatory; the amount paid in each case, as for extra service; the amount received and paid for salary or pay, and the time when each was paid, and the nature of the extra service for which the compensation was allowed, and the office held by the officer or person to whom it was so allowed.

Answer to the above. It is impossible for me to state all the officers or other persons in the service of the United States who have been paid for services extra, and distinct from their official duties, and for the same time and period their pay as such officers. Nothing short of an entire examination of all the accounts could enable me to answer this question fully. I have mentioned the district attorneys as one class of officers who are usually paid extra for professional services not required by their official duty. I have also named the attorney general. I will also name some individual cases that have come under my own observation:

The Commissioner of the Public Buildings receives a salary of $2,000 per annum. When Congress directed the President to cause the New Treasury Building and Patent Office to be erected, he appointed the Commissioner of Public Buildings to superintend their erection, and to disburse the money, for which he agreed to allow him an extra compensation, which was allowed to him in the settlement of his accounts until it was cut off by the general provisions of the act of last session of Congress prohibiting extra compensation, unless authorized by law. The officers of the navy and army employed on the coast survey are allowed extra pay in addition to their regular pay, to an extent, I believe, which the President of the United States judged necessary to cover their increased expenses. I might hunt up, and name many other cases, but presume it is not necessary. In regard to the payment of two salaries to one person, while in the discharge of the duties of two offices at the same time, I was informed shortly after I came into office by the former chief clerk of the first auditor's office, (Mr. Parker,) who had been a long time in the office, that it was against the usage of the office to pay both salaries. Mr. Taney had been so paid while attorney general, and at the same time secretary of war for a short period, but Mr. Parker regarded this as rather an inadvertence on the part of the accounting officers than as a deliberate decision. In accordance with the information as to the usage of the office, when Mr. Butler was afterwards attorney general and secretary of war, I declined to audit his account for salary as attorney general, allowing him the salary of secretary of war, which was the largest, and which I was informed was agreeable to usage. President Jackson, however, afterwards directed the Secretary of the Treasury to cause it to be paid, which was done by giving the pay agent credit therefor in his account. Mr. Butler stated however, in his correspondence on the subject, that it was his wish, in case both salaries were paid to him, that a suit should be brought to recover one of them back, in order to try the question of right judicially. No suit was brought. The papers and correspondence in this case are, I believe, on file in the register's office. In a letter on file with the other papers in this case, from Mr. Butler to the Secretary of the Treasury, dated 9th March, 1837, he states that President Jackson remarked to him, that so far from the payment of Mr. Taney being an inadvertence, it was made after full consul-

tation with the Cabinet, and that Chief Justice Taney also, afterwards stated the same thing to him. It is also proper to state, that it seems I was in error in my letter to Mr. Butler, in stating that Mr. Taney has received pay as attorney general and secretary of the treasury. It appears that it was as attorney general and secretary of war. I may also mention, that the collectors of the customs are allowed commissions as agents for disbursing marine hospital money and light-house expenditures, but they are prohibited by law from receiving more than $400 per annum in any other capacity than that of collector. It is also proper to observe, that these officers derive their emoluments as collectors from fees and commissions, except at the small ports; many of them are allowed low salaries. The annexed is a copy of a letter on file in the first auditor's office, furnished me by the Secretary of the Treasury, at my request, as a guide in settling the accounts of the disbursing officers on the coast survey. The additional pay authorized by this letter is allowed in the settlement of the agents accounts.

J. MILLER.

The copy of a letter referred to in the foregoing deposition is as follows:

(Copy.)

TREASURY DEPARTMENT, *May* 17, 1838.

SIR: The following "list of the persons engaged in the coast survey, and the salary allowed to each," as fixed by the President, is furnished in compliance with your request of this morning.

F. R. Hassler, Superintendent in Chief, salary per year, including expenses - - - - -	$6,000 00
Capt. William H. Swift, assistant and disbursing agent, for services and expenses, a commission of 2 1-2 per centum upon the moneys disbursed by him; and a per diem allowance of two dollars in addition.	
Lieutenant Thomas R. Gedney, commanding vessels in sounding operations, such allowance in addition to his pay in the navy as will make his aggregate compensation per annum - - - - -	2,500 00
Lieutenant George S. Blake, commanding vessels in sounding operation, the same allowance made to Lieutenant Gedney, viz. - - - - -	2,500 00
James Ferguson, assistant, for compensation and expenses, per annum - - - - -	4,000 00
Edmund Blunt, assistant, same as Ferguson's, viz. -	4,000 00
C. M. Eakin, assistant, for compensation and expenses, per annum - - - - - -	3,000 00
Lieutenant John A. Dahlgran, assistant, &c., such allowance as will make, in addition to his pay in the navy, his aggregate annual compensation, including expenses - - - - - -	3,000 00

Charles Renard, assistant, for pay and expenses -	$3,000 00
John Farly, assistant, &c., for pay and expenses -	2,000 00
Thomas W. Wurner, pay and expenses - -	1,500 00
William M. Boyce, assistant, pay and expenses -	2,000 00
——— Preuss, for pay and expenses - - -	1,500 00
T. E. Donenburg, $800 a year and board, or an allowance for same.	
H. P. Spruack, same as preceding.	
F. H. Gudes, pay and expenses, per annum - -	1,500 00
Hugo Dickens - - - - - -	1,500 00
Passed midshipmen A. M. Craven and Benjamin F. Sands, such allowance in addition to their navy pay, as will make their aggregate compensation, per annum, each - - - - - -	1,150 00
Samuel Hein, as clerk to superintendent, and William Wurdeman, principal mechanician, an annual pay each of $800, together with their board, or an allowance to cover the same.	
Passed midshipmen Thomas J. Page and Thornton A. Jenkins, such allowance as will make, in addition to their pay as officers of the navy, their respective aggregate compensations, per annum - - -	2,000 00
Thomas McDonall, artificer, $600 a year and board, or an allowance to cover the same.	

The foregoing are employed on topographical and other duties on shore, with the exception of Lieutenants Gedney and Blake.

The following are employed on board the brig Washington, schooner Jersey, Experiment, and a new vessel, name not known, all under the command of the last mentioned officers, to wit:

Lieutenants—S. S. Rowan, A. Griffith, R. A. Mead, J. S. Sterrett.	Washington and Jersey.
Oliver Todd, William S. Young.	Experiment and new vessel.
Passed Midshipmen—J. L. King, Franklin Clinton, A. H. Holcomb, Levin Handy, Wm. H. Ball, David Porter, O. H. Berryman, Richard Bache, C. P. Patterson, R. Wainwright.	Brig Washington and schooner New Jersey.
Surgeon—M. G. Delancy.	
Passed Midshipmen—Henry C. Flagg, Charles C. Barton, J. F. Mercer, John J. Aling, T. A. Budd.	Schooner Expeperiment and new vessel.

The above enumerated lieutenants and passed midshipmen as well as the surgeon, are allowed one dollar per day each out of the coast survey appropriation. There are besides the foregoing, certain laborers employed at the usual rate allowed for services of the nature

performed by them. The department is not in possession of their names or compensation.

I am, very respectfully, your obedient servant,

Signed LEVI WOODBURY,

Sec'y of the Treasury.

JESSE MILLER, Esq., *First Auditor.*

MONDAY, *March* 23*d*, 1840.

The deponent in further*ing* answering the foregoing interrogatories and verbal interrogatories propounded on part of the defendant, and having his attention drawn to particular cases, saith that, it appears on the examination of the accounts, that Cary A. Harris received pay as acting secretary of war from the 5th to the 25th of October, 1836, and that he received his salary at the same time as commissioner of Indian affairs. These two accounts were examined by two different clerks, and at a considerable interval apart; the first account is signed by myself as auditor, and the last by A. Mahon, acting auditor in my absence. It appears the payments were made by the agents of the respective offices. Nathan Rice was the agent in the secretary's office, and Daniel Kurtz in the office of Indian affairs.

It also appears from accounts settled, that Samuel Cooper was paid as chief clerk of the War Department, the regular salary attached to that situation, from the 13th March, 1837, to the 9th July, 1838.

It appears he was paid by Nathan Rice and John T. Cochran, agents.

It also appears by reports made in this office, that William H. C. Bartlett was allowed 2 1-2 per cent. on some disbursements made in fitting up the basement rooms of the executive building occupied by the War Department. These expenditures, it seems, were made pursuant to an act of Congress of the 2d March, 1833.

It appears on examination of the reports in this office, that the commissions were allowed on said disbursements in reports No. 63, 847, dated 16th October, 1833, and No. 64,559, dated 14th Feb'y, 1834, and No. 66,395, dated 18th November, 1834.

There has generally, for many years past, been annual appropriations for the pay of the superintendents of the executive buildings. This duty has usually been assigned to some clerk in the department, who has received the salary appropriated for the superintendent, in addition to his pay as a clerk. The pay of the superintendent of each department, has, I believe, been $250 per annum, except the Treasury Department, where there is now, and has been, for some years, a superintendent who is not a clerk, and who receives a much larger compensation than those of the other departments.

The above facts are derived, in part, from an examination of the files in the register's office, and in part from the copies of reports in the first auditor's office, and are partly within my own recollection

and general knowledge of the business of the office. If there are any errors as to dates or numbers referred to, they are accidental. I have also been requested to say, whether certain salaries were paid to William H. Harrison, while governor of Indiana Territory; Lewis Cass, while governor of Michigan; to Governor Clark, when governor of Missouri; and to John H. Eaton, while Secretary of War; which I cannot do positively without examining the files in the register's office. I feel satisfied, their regular salaries were paid to them, while in office, but for positive evidence of the fact, I must refer the party to the records and files of the register's office.

J. MILLER.

The defendant also offered in evidence to the jury, the following document, certified under the seal of the War Department; to the admission of which the district attorney objected, as incompetent and irrelevent, waiving all objection to its form and authentication; which objection was by the court sustained, and the said document excluded from the jury; which said document is in the words and figures following, to wit:

Extracts from the general regulations for the army of the United States, adopted in 1821—(vide act of Congress, March 2d, 1821, section 14,) and published for the government of all concerned, by command of the President of the United States—(vide following order of the Secretary of War:)

"WAR DEPARTMENT, *July* 1821.

["Orders."] "The following general regulations for the army having been formally approved by Congress, with the exception of those numbered 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 76, 77, 78, and 79, which have received the sanction of the President, he commands, that they be published for the government of all concerned, and that they be strictly observed. Nothing contrary to the tenor and spirit of said regulations will be enjoined on any portion of the United States forces, by any commander.

"J. C. CALHOUN."

Article 67. Engineer Department.

1. "The chief of the corps of engineers shall be stationed at the seat of Government, and shall be charged with the superintendence of the corps of engineers, to which that of the topographical engineers is attached; he shall also be inspector of the military academy, and be charged with its correspondence."

2. "The duties of the engineer department will comprise the construction and repairs of fortifications, and a general superintendence and inspection of the same. Military reconnoiterings, embracing general surveys and examinations of particular sites for fortifications, and the formation of plans and estimates in detail for fortifications for the defence of the same, with such descriptive and

military memoirs as may be necessary to establish the importance and capabilities of the position intended to be occupied; the general direction of the disbursements on fortifications, including purchases of sites and materials, hiring workman, purchases of books, maps and instruments, and contracts for the supplies of materials, and for workmanship."

14. "Where there is no agent for fortifications, the superintending officer shall perform the duties of agent, and while performing such duties, the rules and regulations for the government of the agents shall be applicable to him; and as a compensation for the performance of that extra duty, he will be allowed for moneys expended by him in the construction of fortifications, at the rate of two dollars per diem, during the continuance of such disbursements; provided the whole amount of emolument shall not exceed two and half per cent. on the sum expended."

Extracts from general regulations for the army, published in 1825, by command of the President of the United States—vide following order of the Secretary of War.

"War Department, 1*st March*, 1825.

["Orders."] "The following general regulations for the army having received the sanction of the President of the United States, he commands that they be published for the government of all concerned, and that they be strictly observed. Nothing contrary to the tenor of said regulations will be enjoined on any portion of the United States forces by any commander whatsoever.

"J. C. CALHOUN."

Article 67. — 888. "The duties of the engineer department comprise reconnoitering and surveying for military purposes, and for internal improvements, together with the collection and preservation of topographical and geographical memoirs, and drawings referring to those objects; the selection of sites, the formation of plans and estimates, the construction, repair and inspection of fortifications and the disbursements of the sums appropriated for the fulfilment of those objects severally, comprising those of the military academy; also the superintendence of the execution of the acts of Congress in relation to internal improvement, by roads, canals, the navigation of rivers and the repairs and improvements connected with the harbors of the United States or the entrance into the same, which may be authorised by acts of Congress, with the execution of which the War Department may be charged."

893. "The engineer superintending the construction of a fortification will disburse the monies applied to the same, and as compensation for the performance of that extra duty, will be allowed at the rate of two dollars per diem during the continuance of such disbursements, provided the whole amount of emolument shall not exceed two and a half per cent. on the sum disbursed."

Copies and extracts from the records of the Engineer Department:

ENGINEER DEPARTMENT,

Washington, March 2d, 1819.

MAJ. C. GRATIOT, *Corps of Engineers*,

SIR:—You will repair to Old Point Comfort, and take under your immediate direction the necessary regulations preparatory to commencing the proposed fortifications at that place. Capt. Frederick Lewis, and Lt. Delafield, will act as your assistants. The plans of the works which accompany this order, you will have copied and returned to this department. The agent of fortifications will supply upon your requisitions. Mr. William Armestead, is appointed a superintendent of the works at Old Point Comfort, and his per diem allowance will be the same as other superintendents receive. He will report himself to you for instructions. You will proceed to Philadelphia, after giving the necessary instructions to Lt. Delafield, at Old Point Comfort, for the purpose of purchasing such instruments as you may think advisable. I am, very respectfully, &c.,

Signed. W. K. ARMISTEAD, *Col. Engs.*

ENGINEER DEPARTMENT,

Washington, Nov. 8th, 1821.

LT. COL. C. GRATIOT, *Fortress Monroe*,

SIR:—The disclosure of the transactions and defalcations of Major Maurice, which you communicate in your letter of the 2d inst., have been communicated to the Secretary of War, and he has directed that you take upon yourself the disbursements of the public money, agreeably to the regulations established for the government of the Engineer Department. I have the honor to be, &c.,

Signed. ALEX. MACOMB. *Maj. Gen.*

Extracts from order announcing promotions in the army:

ADJUTANT GENERAL'S OFFICE,

Washington, May 28th, 1828.

"Promotions and appointments in the army of the United States, since the publication of the Register for January, 1828.

"Engineer Corps. Lieutent Colonel Charles Gratiot, to be Colonel, 24th May, 1828, vide Macomb, appointed Major General.

"The officers promoted will report according to their promotions."

ENGINEER DEPARTMENT,

Washington, July 30th, 1828.

Engineer order, No. 8. Col. Gratiot, chief of the corps of engineers, assumes his station at the seat of Government, as required by the general army regulations.

All communications and orders issued from the Engineer Department since the withdrawal of General Macomb, from its administration, were by authority.

Signed C. GRATIOT, *Col. of Engs.*

ENGINEER DEPARTMENT,

Washington, 1*st August*, 1828.

Engineer order, No. 9. "The following will, until further orders, be the distribution of the officers of the corps of engineers, with their respective duties."

"Col. C. Gratiot, Washington, D. C., chief of the Engineer Department, and superintendent of fortifications in Hampton roads."

ADJUTANT GENERAL'S OFFICE,

Washington, *March* 20*th*, 1829.

"The following promotions and appointments in the army have been made by the President of the United States, with the advice and consent of the Senate, since the publication of the Annual Register for 1829.

"Colonel C. Gratiot, of the army of the United States, chief engineer, to be a brigadier general in said army, by brevet, to take rank from the 24th of May, 1828, for meritorious services and general good conduct.

WAR DEPARTMENT, *June* 5*th*, 1828.

The Engineer Department is charged, by direction of the President of the United States, with the superintendence and execution of the surveys and public works severally specified and appropriated for by the act of 23d of May, 1828, entitled, An act to authorize the improving certain harbors, the building of piers, and for other purposes.

Signed SAM'L L. SOUTHARD.

ENGINEER DEPARTMENT,

Washington, *May* 24*th*, 1824.

JOHN L. SULLIVAN, Esq.,

SIR:—I am directed by the Secretary of War, to inform you, that under the act of Congress entitled "An act to procure the necessary surveys, plans, and estimates on the subject of roads and canals," approved on the 30th of April last, the President has this day appointed you a civil engineer, to be a member of the board of internal improvements to carry into effect the provisions of the above act.

You will be allowed at the rate of three thousand six hundred dollars per annum, payable quarterly, as full compensation for your services and all extra charges; said compensation to be computed from the date of this appointment. I am very respectfully, &c.,

Signed ALEX. MACOMB,

Maj. Gen. Chief Engr.

ENGINEER DEPARTMENT,
Washington, Feb. 16th, 1825.

DAVID SHRIVER, Esq., *Washington City*,

SIR:—I am directed by the Secretary of War, to inform you that under the act of Congress entitled "An act to procure the necessary surveys, plans and estimates, on the subject of roads and canals," approved on the 30th of April last, the President has this day appointed you a civil engineer, to be a member of the board of internal improvement, to carry into effect the provisions of the above act.

You will be allowed at the rate of three thousand six hundred dollars per annum, payable quarterly, as full compensation for your services and all extra charges; said compensation to be computed from the 1st of February, 1825. I am, very respectfully,

Signed. ALEX. MACOMB,
Maj. Gen. and Chief Engr.

Extract from letter to James Geddes, dated
ENGINEER DEPARTMENT, 31*st July*, 1827.

"With respect to compensation, you and Mr. Wright, should he eventually unite with you in this business, will be placed on a footing similar to that of Mr. David Shriver, and Mr. J. L. Sullivan, who were members of the original board of internal improvement, formed with reference to the Chesapeake and Ohio Canal project, and allowed each at the rate of three thousand six hundred dollars a year."

Extract from letter to Nathan S. Roberts, Esq., dated
ENGINEER DEPARTMENT, *Washington, Aug. 13th*, 1827.

"Should you accept the trust herein offered you, you will be allowed a compensation for your services, at the rate of three thousand six hundred dollars a year, and you will be associated in the discharge of its duties with Judge James Geddes, of New York, who has accepted a similar function, and is now at Washington, prepared to commence operations."

FORTRESS MONROE, *Sept.* 12, 1825.

Major General ALEX. MACOMB, *Chief Engineer*,

SIR:—I have the honor to acknowledge the receipt of your two letters of the 6th instant, together with their enclosures; due attention will be paid to the injunctions they respectively contain.

During the sickness and subsequent death of Doctor Maupin, up to the day on which Doctor Martin joined for duty, Doctor Archer has attended, at my particular request, on the sick under the Engineer Department at this place, and Castle Calhoun. As the duty was extra and voluntary, and not considered as being obligatory, on the part of Doctor Archer, I told him I had no doubt the Department would grant him such additional allowance as was customary, and as had been granted for similar services. He now so-

licits a settlement; but, before I can comply with his wishes, it is necessary the sanction of the Department be first obtained, as also to ascertain what the allowance is to be; both of which I request may be furnished me.

Capt. Mason, the officer commanding the convict guard, is urgent for a settlement; and as I have suspended, until further instructions from the Department on the subject, to make payments to officers for extra allowances, I have also to request your attention to the letter I addressed you relating to that claim.

You have, enclosed, the estimate of the probable amount of funds required for the service of Castle Calhoun during the current month; that for this fortress will be transmitted in a few days.

I am, very respectfully, sir, your most obedient servant,

Signed C. GRATIOT, *Lt. Col. of Eng.*

ENGINEER DEPARTMENT, *Sept.* 14, 1825.

SIR:—Col. Gratiot having represented that during the sickness and since the death of Doctor Maupin, the surgeon whose duty it was to attend to the persons employed in the engineer service at Forts Monroe and Calhoun, Dr. Archer had, at his particular request, attended to the duties of Dr. Maupin until they were assumed by Dr. Martin, the surgeon assigned to succeed Dr. Maupin; I respectfully recommend that the additional compensation of twenty dollars a month, which has been allowed to other surgeons while performing extra services of a similar nature, may be extended to Dr. Archer, and that Col. Gratiot may be authorized to pay him at that rate for the time he was engaged in the performance of such extra service, under the circumstances above stated.

I have the honor to be, very respectfully, your obedient servant,

Signed ALEX. MACOMB,
Major Gen. & Chief Engineer.

The Hon. J. BARBOUR,
Secretary of War.

Approved. Signed. J. B.

ENGINEER DEPARTMENT,
Washington, Sept. 21, 1825.

Lt. Col. C. GRATIOT, *Corps of Engineers, Old Point Comfort, Va.,*

SIR:—I enclose a copy of the letter of this Department to the Secretary of War, dated the 14th inst., recommending an additional allowance to Dr. Archer, as compensation for attending persons employed in engineer service at Forts Monroe and Calhoun, under the circumstances therein stated, and refer you to it, as authority for paying Dr. Archer at the rate of $20 per month for the time he was engaged in performing such extra service, under the sanction of the approval of the Secretary of War, which is attached to it.

Respectfully, &c.

By order. Signed J. L. SMITH,
Capt. Corps of Engineers.

Statement of all civil works for the improvement and construction, harbors, rivers, creeks, and roads, authorized by the Government of the United States, and conducted by the Engineer Department, by direction of the President or Secretary of War, from the 1st of August, 1828, to the 6th of December, 1838; exhibiting the dates of the several acts of Congress authorizing or first appropriating for their commencement, and the aggregate amounts expended in prosecuting the same, from the 1st of October, 1828, to the 30th Sept., 1838; and also the several civil works of improvement, the superintendence of which has been assigned to said Department by law; the dates of those laws, and the amounts expended on each from those dates to the 30th of September, 1838.

Designation of the Works.	Dates of Acts, &c.	Amounts expended.
Building a pier at Sted's ledge, in the harbor of Belfast, Maine	May 20, 1826	4,134 00
Removing obstructions in the Kennebeck river, at Lovejoy's narrows, Maine	March 2, 1827	7,263 91
Breakwater at Stanford's ledge, in Portland harbor, Maine	July 4, 1836	34,577 44
Repairing pier at the entrance of Kennebunk river, Maine	March 2, 1829	34,577 44
Construction of new pier at Kennebunk river	do.	28,065 75
Removing obstructions in the Berwick branch of the Piscataqua river, Maine	May 23, 1828	250 00
Removing obstructions in the Cocheco branch of the Piscataqua river, Maine	July 4, 1836	9,998 16
Deepening the channel over the bar at the mouth of Merrimack river, Mass.	May 23, 1828	56,298 38
Breakwater at Sandy bay, Mass.	July 4, 1836	34,807 76
Preservation of Rainsford Island, Mass.	do	14,612 00
Preservation of Deer Island, Mass.	May 23, 1828	158,655 32
Preservation of the point of land leading to the fort and light-house at the Gurnet, Duxbury, Mass.	July 4, 1836	2,940 49
Preservation of Plymouth beach, Mass.	May 26, 1824	12,170 10
Preservation of the harbor of Princetown, Mass.	May 20, 1826	23,258 91
Improving the harbor at the mouth of Bass river, Mass.	July 4, 1836	11,182 07
Breakwater at Hyannis harbor, Mass.	March 2, 1827	54,617 47
Extending the pier at Edgartown, Mass.	March 2, 1829	3,725 25
Removing wreck in the harbor of New Bedford	July 4, 1836	2,344 27
Improving the harbor of Nantucket	March 2, 1829	35,181 89
		$494,083 19
Breakwater at the town of Little Compton, Churches Cove harbor, R. I.	July 4, 1836	10,459 09
Erecting a pier, and beacon thereon, at Allen's rock, in Warren river, R. I.	May 23, 1828	4,000 00
Removing a light-house on Goat Island	June 30, 1834	38,504 35
Erecting piers at Stonington harbor, Conn.	May 23, 1828	34,583 02
Deepening the channel of Thomas river	July 4, 1836	31,681 23
Improving the harbor of Saybrook, by removing the bar at the mouth of Connecticut river	do	1,041 24
Deepening the channel of Bridgeport harbor	do	9,981 35
Sea-wall to preserve Fairweather Island, Conn.	do	9,674 48
Improving the harbor of Westport, "	do	5,550 15
Securing the beach at Cedar Point	do	903 33

Designation of the Works.	Dates of Acts, &c.	Amounts expended.
Improving the harbor of Mill river, and securing public works at Southport	March 2, 1829	13,271 20
Improving the harbor of Dunkirk, N. Y., and constructing a beacon-light thereat	March 2, 1827 do	71,854 59
Improving the harbor of Buffalo, N. Y., and constructing beacon-light thereat	May 20,1826 & March 18,1830	137,697 84
Improving the harbor of Black rock, N. Y.	March 2, 1829	51,560 24
Improving Oak Orchard creek, N. Y.	July 4, 1836	11,466 28
Improving the entrance into Genessee river, N. Y., and constructing a beacon-light thereat	Mar. 2, 1829 & June 30, 1834	133,152 31
Improving the entrance into Big Sodus bay, N. Y., and constructing a beacon-light thereat	Mar. 2,1829, & June 30, 1834	141,817 63
Improving the harbor of Oswego, N. Y., and constructing a beacon-light thereat	Mar. 2,1827, & June 30, 1834	167,545 19
Building an ice-breaker on Staten Island	July 4, 1836	11,068 14
Improving the navigation of the Hudson river, N. Y.	June 30, 1834	315,156 00
Improving the harbor of New Brunswick, N. J.	July 4, 1836	11,290 20
Improving Little Egg harbor	do	5,048 88
Improving the harbor of Presqu'isle,Penn., and constructing a beacon-light thereat	May26,1824,& March 3, 1831	80,805 94
Improving the harbors of Newcastle, Marcus Hook, Chester, Port Penn, and Fort Mifflin, Delaware and Pennsylvania	May 20, 1826, May 23, 1828, & Ap. 23, 1830	107,669 75
Improving the harbor of Wilmington, Del.	July 4, 1836	20,539 75
Delaware breakwater, Delaware bay	May 23, 1828	869,355 77
Repairing the Cumberland road, east of the Ohio river	March 2, 1827	115,950 00
		$2,405,714 12
Deepening the harbor of Baltimore, Md.	July 4, 1836	44,451 62
Removing light-house at Old Point Comfort	-	865 43
Improving the northern and southern entrances of the Dismal Swamp canal, Virginia and North Carolina	July 4, 1836	11,393 61
Improving the navigation of Ocracock inlet, N. C.	May 23, 1828	133,454 57
Improving Pamlico river, North Carolina	July 4, 1836	5,831 35
Improving the harbor of Beaufort, N. C., and removing obstructions at the mouth of New river, N. C., and in Pamlico sound	do	42,538 80
Improving Cape Fear river, N. C.	March 2, 1829	169,777 36
Improving the navigation of Savannah river, Geo.	May 18, 1826	82,842 86
Removing bar at Brunswick harbor, Geo.	July 4, 1836	44 00
Improving the inland passage between St. Mary's and St. John's	May 23, 1828	46,576 85
Improving the navigation of the river and harbor of St. Mark's, Florida	March 2, 1829	34,430 00
Improving the Ochlochny river, Florida	March 2, 1833	5,000 00
Removing obstructions in Appalachicola river	May 23, 1828	10,000 00
Improving the harbor and river of Appalachicola	March 2, 1833	8,700 00
Removing mud shoal, called the "Bulkhead," in the east pass to Appalachicola	July 4, 1836	100 00
Improving the harbor of Mobile, Alabama	May 20, 1826	40,728 90
Deepening the channel of the Pass au Huron	May 23, 1828	13,874 52
Road from Line creek to the Chatahoochie river, Ala.	Feb. 20, 1833	19,970 00
Improving the Pascagoula river, Mississippi	March 2, 1827	22,018 24
Increasing the depths of water at the mouths of the Mississippi river	July 4, 1836	222,915 15
Improving the navigation of Red river	May 23, 1828	346,367 21
Building a steamboat to prevent a re-accumulation of the "Great Raft" in Red river, and working the same	July 2, 1836	29,981 64
Improving the navigation of Arkansas river	July 3, 1832	76,947 90

Designation of the Works.	Dates of Acts, &c.	Amounts expended.
Improving the navigation of Cumberland river	July 3, 1832	129,595 22
Building a pier to give direction to the current of the Mississippi river, near St. Louis	July 4, 1836	45,973 05
Improving the Mississippi river, above the mouth of the Ohio, and the Missouri river	July 2, 1836	51,320 67
Cumberland road, in Indiana	March 2, 1829	356,486 41
		$4,359,741 68
Cumberland road, in Illinois	May 31, 1830	186,728 03
Improving the harbor of Chicago, Illinois	March 2, 1833	163,476 22
Improving the Ohio and Mississippi rivers	May 24, 1824	612,823 51
Improving the Ohio, Missouri, and Mississippi rivers	July 3, 1832	256,974 04
Improving the navigation of Huron river, and constructing a beacon-light thereat	May 20, 1836, & June 30, 1834	31,556 91
Improving the navigation of Black river, Ohio, and constructing a beacon-light thereat	May 23, 1828, & May 9, 1836	63,666 64
Improving the harbor of Cleaveland, Ohio, and constructing beacon-light thereat	Mar. 2, 1827 & March 2, 1829	82,443 15
Removing obstructions at the mouth of Grand river, Ohio, and constructing beacon-light thereat	May 20, 1826, & Mar. 3, 1831	39,282 06
Removing obstructions at the mouth of Ashtabula creek, Ohio, and constructing beacon-light thereat	May 20, 1826, & June 30, 1834	48,773 59
Improving navigation of Conneant creek, Ohio, and constructing beacon-light thereat	Mar. 2, 1829, & June 30, 1837	40,608 86
Improving navigation of Cunningham creek, Ohio, and constructing beacon-light thereat	May 20, 1826, & June 20, 1834	15,145 15
Cumberland road, in the State of Ohio	March 3, 1825,	294,800 92
Determining the northern boundary line of the State of Ohio	July 14, 1832	26,516 98
Constructing piers at La Plaisance bay, Michigan	March 2, 1827	19,304 24
Construction of a new entrance into the harbor at or near the mouth of the River Raisin, Michigan	Feb. 24, 1835	81,718 89
Road from Detroit to Fort Gratiot, Michigan	March 2, 1829	47,968 12
Road from Detroit to Grand river	July 4, 1832	52,875 80
Road from Detroit to Chicago	March 2, 1827	86,667 77
Road from Detroit to Saganaw bay	March 2, 1829	58,696 81
Road from Sheldon's, on the Chicago road, to St. Joseph's river	June 30, 1834	19,671 57
Road from Niles to the mouth of St. Joseph's river	do	9,476 93
Road from Clinton to the rapids of Grand river	do	7,541 30
Road from La Plaisance bay to the Chicago road	July 4, 1832	40,608 76
Road from Port Lawrence to Adrian	June 30, 1834	9,981 08
Road from Vistula (now Toledo) to Indiana State line	do	9,996 11
		$6,667,042 12

Works, the construction of which have been especially assigned to the Engineer Department, by law.

Designation of the Works.	Dates of Acts, &c.	Amounts expended.
Cumberland road, in the State of Ohio - - -	July 3, 1832	1,070,540 95
Completing, repairing, and rendering permanent the Cumberland road, north-east of the Ohio river, prior to turning it over to the States of Maryland, Pennsylvania and Virginia - - - - -	do	931,569 31
Constructing a road from opposite Memphis, on the Mississippi river, to the St. Francis river - - -	March 2, 1833	201,819 87
Cumberland road in Indiana - - - - -	June 24, 1834	640,957 80
Cumberland road in Illinois - - - -	do	231,148 48
Improving the Ohio river, above the falls - -	March 3, 1835	146,678 89
Building a light-house on Flynn's knoll, N. Y. - -	-	3,613 73
		$3,226,329 03

Statement showing the military works under General Gratiot's command, &c., as Chief of the Military Engineer Department, from 1828, *inclusive, to* 1838, *inclusive.*

Fort Adams, Newport, Rhode Island.
Fort Hamilton, New York harbor.
Fort Delaware, Delaware river.
Fort Monroe, Hampton roads, Virginia.
Fort Calhoun, Hampton roads, Virginia.
Fort Macon, North Carolina.
Fort Caswell, North Carolina.
Fortifications at Charleston harbor, South Carolina.
Fort Pickens, Pensacola, Florida.
Fort Pulaski, Savannah river, Georgia.
Fort Morgan, Mobile, Alabama.
Fort Wood, Louisiana.
Fort Jackson, Louisiana.
Battery, Bienvenu.
Tower at Bayou Dupre.
Repairs of Fort Lafayette, New York.
Repairs of Fort Columbus and Castle Williams, N. York harbor.
Preservation of Castle Island, and repairs of Fort Independence, Boston harbor.
Fort Warren, Boston harbor.
Repairs of Fort Marion, and reconstructing the sea-wall at St. Augustine, Florida.
Fort on Throg's neck, East river, New York.
Fort on Foster's bank, Florida.
Fort Livingston, Grand Terre, Louisiana.
Fort McHenry, Redoubt Wood, and Covington battery, near Baltimore, Maryland.

Preservation of the site of Fort Moultrie.

Incidental expenses attending repairs of fortifications, and for the purchase of land in their neighborhood.

Contingencies of fortifications.

ENGINEER DEPARTMENT, *March* 9, 1839.

I certify that the preceding thirteen pages contain copies of, or extracts from, regulations, orders, and letters relating to the service of the Engineer Department, and lists of works that have been from time to time within the period specified, under the direction, and subject to the orders of the same department; that all have been carefully compared with the records of this office, and are believed to be exact.

JOS. G. TOTTEN,
Colonel and Chief Engineer.

To which opinions, decisions, and acts of the court in rejecting the said depositions, and the documentary evidence offered as aforesaid, the defendant, by his counsel, excepts, and tenders this his bill of exceptions, and prays that the same may be signed and sealed, and made a part of the record; which is done accordingly.

J. CATRON, [L. S.]
R. W. WELLS. [L. S.]

Bill of Exceptions, No. 4.

Bill of exceptions No. 4, filed as aforesaid, is in the words and figures following, to wit:

THE UNITED STATES }
vs. }
CHARLES GRATIOT. }

Be it remembered, that at the trial of this cause, the defendant moved the court to instruct the jury as follows:

1. That the Treasury transcript marked A, which has been given in evidence by the plaintiff, is defective and illegal, and does not prove the plaintiff's demand, as the same is stated in the declaration, and put in issue by the first plea.

2. The Treasury transcript marked B, which has been given in evidence by the plaintiff, is defective and illegal, and does not prove the plaintiff's demand as stated in the declaration, and put in issue by the first plea.

3. That the items charged against the defendant as chief engineer, in the Treasury transcript marked A, which has been given in evidence and stated as follows, (which see in said transcript:)

"1829, Aug 18. To balance on settlement, No. 8,879, on account of fortifications - $8,086 61
On account of repairs and contingencies - - - - 11,522 44
" " 22. To balance on settlement, No. 8,903, on account of Fort Calhoun - 42,751 13
On account of Fort Monroe - 12,604 12"

being charges in gross, without the items, going to show said balances are not competent evidence to charge the defendant in this action.

4. That the plaintiff cannot recover in this action against the defendant, in any character or office other than that of chief engineer.

5. That the defendant is not chargeable in this action with any public moneys received by him in any other capacity than as chief engineer; and the accounting officers of the Treasury Department ought not to blend in the same account charges against him as chief engineer, and as an engineer officer superintending the construction of Forts Monroe and Calhoun; and that the said accounting officers had no legal right, without the consent of the defendant first had, to extinguish the balance reported against him in the account now before the jury, on account of his superintendency of the construction of said Forts Monroe and Calhoun, by setting off against that reported balance the amount due to the defendant for his pay and emoluments as a general of the army, and while he was chief engineer, the payment of which pay and emoluments had been stopped; but that he has now the right to claim it as a credit upon, or set-off against the claim preferred against him as chief engineer, if it appear on the Treasury transcript aforesaid, before the jury, that the pay and emoluments aforesaid have been allowed or credited to him by the accounting officers of the Treasury, but never actually paid to him.

The court refused to give the first, third, and fifth instruction as moved for, gave the second instruction as moved, and also gave the fourth instruction, with a qualification in the following words in writing: "Given with this explanation, that it appears from the account A, that the indebtment the defendant is charged with, is for moneys received by him as chief engineer."

To the refusal of the court to give the first, third, and fifth instruction, as aforesaid, the defendant, by his counsel, excepts, and he also excepts to the qualification and explanation of the court as above stated, given by the court in connexion with the fourth instruction moved for; and he tenders this his bill of exceptions, and prays that the same may be signed and sealed, and made a part of the record; which is done accordingly.

J. CATRON, [L. S.]
R. W. WELLS. [L. S.]

And afterwards, to wit: on the twentieth day of April, in the year of our Lord one thousand eight hundred and forty, the said Charles Gratiot sued out his writ of error in said cause to the Supreme Court of the United States, and on the same day lodged for the said United States, in the clerk's office of said circuit court, a copy of the writ of error aforesaid.

And afterwards, on the twenty-first day of April, in the year last aforesaid, the said Charles Gratiot, plaintiff in error, filed in the office of the clerk of said court his bond, with security to prosecute

his said writ of error; which said bond was approved by the Hon. Robert W. Wells, judge of the United States for the district of Missouri, and is in tenor and form following, to wit:

Know all men by these presents, that we, Charles Gratiot as principal, and Jean P. Cabbanne and Pierre Chouteau, jun., as sureties, are held and firmly bound unto the United States of America in the sum of thirty-five thousand dollars, to the payment of which well and truly to be made, we bind ourselves, our heirs, &c., firmly by these presents.

Sealed with our seals, and dated this twentieth day of April, in the year eighteen hundred and forty.

The condition of the above obligation is such, that whereas the United States of America, lately in the circuit court of the United States for the Missouri district, recovered a judgment in an action of assumpsit against the said Charles Gratiot for the sum of thirty-one thousand and fifty-six dollars and ninety-three cents damages: And whereas the said Charles Gratiot has sued out a writ of error to the said circuit court, returnable to the next term of the Supreme Court of the United States, for the purpose of reversing the said judgment, and has caused a copy of the said writ of error to be deposited with the clerk of the said circuit court in his office for the adverse party, within ten days after the rendering of the said judgment, and has procured a citation to issue on the said writ of error according to law, whereby the present execution of the said judgment has been superseded:

Now the condition of the above obligation is such, that if the said Charles Gratiot shall prosecute his said writ of error to effect, and shall answer all damages and costs if he fail to make his plea good, then the above obligation to be void, else to remain in full force and virtue.

C. GRATIOT, [L. S.]
CABANNE, [L. S.]
PRE. CHOUTEAU, JUN., [L. S.]

Witness, H. BOLIN.

STATE OF MISSOURI, *ss:*

I certify that the above named Charles Gratiot, J. P. Cabbanne, and Pierre Chouteau, jun., appeared before me, and severally acknowledged the above instrument to be their act and deed; and the security being by me deemed amply sufficient, I hereby approve said bond.

R. W. WELLS,
Judge of the United States for Missouri.

21st April, 1840.

And afterwards, on the twenty-third day of May, in the year last aforesaid, the said defendant, Charles Gratiot, filed in the office of the clerk of said circuit court an acknowledgment of notice of said writ of error, in tenor and form following, to wit: